

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, California 92833

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting.

AGENDA ITEMS - Per Board Bylaw 9322(a), a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a Regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

PERSONS ADDRESSING THE BOARD - Please state your name for the record. As stated above, comments related to the published agenda shall be limited to three minutes per person and 20 minutes total for the agenda item. When any group of persons wishes to address the Board, the Board President may request that a spokesperson be chosen to speak for the group.

CONSENT ITEMS - These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT - In compliance with the Americans with Disabilities Act, if a member of the public needs special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the Office of the Superintendent at (714) 447-7410. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

PUBLIC RECORDS related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1401 W. Valencia Drive, Fullerton, during regular business hours, 8:00 a.m. to 4:30 p.m.

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, May 12, 2009  
4:30 p.m. Closed Session, 5:30 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

4:30 p.m. - Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

5:30 p.m. - Call to Order, Pledge of Allegiance, and Report From Closed Session

Introductions/Recognitions

Pacific Drive School Report  
Cal State Fullerton Reading Masters Program  
Sam Bressler, Ladera Vista Junior High School/State Geography Bee Winner  
Railroad Safety Poster Contest Recognition

Administrative Report

English Learner (EL) Program Update

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, DELAC, FETA, CSEA, FESMA

Information Item

The District Activities Calendar is available at the following URL:  
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Regular meeting on April 21, 2009 and Special meeting on April 28, 2009

## Approve Consent Agenda and/or Request to Move An Item to Action

### Consent Items

Actions for consent Items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22C0142 through C22C0146, C22D0790 through C22D0836, C22M0324 through C22M0331, C22R0821 through C22R0898, C22S0150 through C22S0159, C22T0041 through C22T0043, C22V0131 through C22V0134, C22X0604 through C22X0613 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111019 through 111105, processed food/commodity purchase orders numbered CARGILL-110015 and GS-110008, and out-of-date sequence purchase orders numbered CARGILL-110014 and DJ-110009 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 69193 through 69444 for the 2008/2009 school year. The total amount presented for approval is \$651,291.16.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6949 through 6974 for the 2008/2009 school year totaling \$132,965.32.
- 1g. Approve Early Intervention for School Success grant application for preschool and early primary teacher training at Orangethorpe School for 2009/2010 and 2010/2011.
- 1h. Approve the 2009/2010 Site Use Agreement with the Girl Scout Council Greater Los Angeles.
- 1i. Approve Consultant Agreement with the Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide parenting classes and parent academic support training at Nicolas Junior High School for the 2009/2010 school year.
- 1j. Approve the 2008/2009 overnight field trip for Maple School teachers and students to attend the Sally Ride Science National Toy Challenge Team Competition in Washington, D.C.
- 1k. Approve the 2008/2009 overnight field trip for Ladera Vista Junior High teacher and student to attend the National Geographic Bee in Washington, D.C.
- 1l. Approve/Ratify format of School Accountability Report Card for grade levels K-6, K-8, and 7-8.
- 1m. Approve Addenda between the Fullerton School District and Dr. Martin Bonsangue, Dr. Jerry Gannon, Dr. Armando Martinez-Cruz, and Kathy Lewis, Mathematics Professors, California State University, Fullerton, to include additional days of coaching, evaluation, reporting, and planning.
- 1n. Approve Notice of Completion for Astro Painting Company, Inc., for Exterior Painting at Orangethorpe and Valencia Park Schools and the Fullerton School District Administrative Complex, FSD-08-09-DM-02.
- 1o. Approve/Ratify 2008/2009 Nonpublic Agency Contract with Dr. Robert Patterson, Psychologist.

- 1p. Approve/Ratify warrant number 1057 for the 2008/2009 school year in the amount of \$5,227.52 (District 40, Van Daele).
- 1q. Approve/Ratify warrant number 1088 for the 2008/2009 school year in the amount of \$23,447.40 (District 48, Amerige Heights).
- 1r. Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2009 through June 30, 2010.
- 1s. Approve Amendment to the 2008/2009 Independent Contractor Agreement with Rich Thome through the 2009/2010 school year.
- 1t. Adopt Resolutions 08/09-B037 through 08/09-B039 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

#### Public Comments - Policy

Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board.

#### Discussion/Action Items

- 2a. Board Reporting Procedures
- 2b. Approve revised Board Policy 1260 Community Relations, Educational Foundations, and revised Board Policy 3290 Business and Non-instructional Operations, Gifts, Grants, and Bequests.
- 2c. Approve the proposed Administrative Law Judge decision, effective immediately, and notify the individuals that their services will not be required for the ensuing year.
- 2d. Approve layoff of certificated employees for the 2009/2010 school year as presented in Exhibit A.

#### Board Member Request(s) for Information and/or Possible Future Agenda Items

#### Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 2, 2009, 3:00 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

FULLERTON SCHOOL DISTRICT

ADMINISTRATIVE REPORT

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Albano, Director, Educational Services  
**SUBJECT:** ENGLISH LEARNER (EL) PROGRAM UPDATE

Background: Title III of the No Child Left Behind Act includes accountability provisions for Local Educational Agencies. Each state is required to conduct an annual assessment of the English language proficiency of English learners based on the State's English Language Development (ELD) standards. California meets this requirement with the California English Language Development Test (CELDT). The CELDT contains five proficiency levels: Beginning, Early Intermediate, Intermediate, Early Advanced, and Advanced.

Each state is required to define three English language proficiency Annual Measurable Achievement Objectives (AMAOs) for English learners. LEAs are held accountable for reaching their AMAOs on an annual basis.

Rationale: Educational Services staff and District English Learner Advisory Committee (DELAC) representatives will present information on reclassification of English learner students, 2008/2009 CELDT data and projected AMAOs, professional development, and updated DELAC activities.

Funding: Not applicable.

Recommendation: Not applicable.

JM:SA:nm

Fullerton School District  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, April 21, 2009  
3:00 p.m. Closed Session, 5:00 p.m. Open Session  
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:01 p.m., and Trustee Ballard led the Pledge of Allegiance to the Flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, and Mrs. Janet Morey

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 3:02 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance, and Report from Closed Session

The Board returned to open session at 5:09 p.m., and Rolling Hills School Cub Scout Pack #1216 led the pledge of allegiance to the flag. President Sugarman presented a Certificate of Appreciation to the Scouts. President Sugarman reported that the Board voted 3-2 to approve a 3-day suspension without pay regarding employee #1478, according to Education Code section 44932.

Introductions/Recognitions

Assistant Superintendent Janet Morey spoke about the Reading by Nine Program. The Fullerton Rotary Club, in partnership with the L.A. Times, has generously donated \$13,000 in scholastic books in the past eight years, representing 6,400 books. Mr. Dick Mathewson of the Fullerton Rotary Club spoke about this year's science boxes for Grades 1-6. President Sugarman thanked Mr. Mathewson and presented him with a Certificate of Appreciation.

In honor of National Volunteer Week, President Sugarman thanked all the volunteers who donate their time at the schools. Vice President Berryman and President Sugarman then presented flowers and a Certificate of Appreciation to PTA Council President Luz Howchin.

Trustee Duncan spoke about the many things that all three Fullerton Rotary Clubs (Main, Sunrise, South) do for the community.

Superintendent Hovey and President Sugarman introduced District Receptionist Pat Padilla who is the District's Classified School Employee of the Year. Dr. Hovey and Mrs. Sugarman praised Ms. Padilla and presented her with a Certificate of Merit. Ms. Padilla thanked the District for this honor and introduced her family members present in the audience.

President Sugarman and Vice President Berryman, in acknowledgement of Administrative Professionals Day on Wednesday, presented flowers to Board/Superintendent Secretary Donna Schnars.

Rolling Hills School Principal Randa Schmalfeld presented a very comprehensive overview of the schools' programs and events. Highlights included Music Conductor Mary Louise Uys and eleven students who performed "Magma"; three students performing a scene from "1776"; and a spotlight on a student-centered watershed project podcast. Mrs. Schmalfeld distributed Rolling Hills t-shirts and tickets to the school's upcoming pancake breakfast on May 2 to the Board of Trustees and Cabinet Members.

Public Comments

There were no public comments at this time.

### Superintendent's Report

Dr. Hovey's report: Laguna Road School's primary and upper grade chorus received a Gold Rating Award at the March 27 Choral Festival and are evaluated to be on the top 10% National Standings in choral singing, congratulations to the students and teacher Natalie Ning; congratulations to the following schools on receiving Rotary Community Investment Awards: Commonwealth School = \$1,000, Maple School = \$500, Parks Junior High School = \$2,500, Richman School = \$500; at a recent Rotary presentation, spoke about the many wonderful things happening in the District, as well as what the District is facing regarding the State budget crisis; was proud to be able to participate in the dedication ceremony at Golden Hill School honoring Erin Choe, and thanked Golden Hill Principal Bob Johnson and his staff for the lovely work that was done; congratulated Ladera Vista Junior High Principal Mary Price and 7<sup>th</sup> grade student Sam Bressler who won the State Geography Bee and will be attending the National Geography Bee in Washington, D.C.; CSUF Professor Carmen Zuniga Dunlap mentored three Maple School students (Rebecca Rodriguez, Jessica Gaona, and Carolina Franco), whose project has been selected as a finalist - they are going to the National TOY Challenge Competition in Washington, D.C. and will be honored at an upcoming Board Meeting; the Nicolas Junior High Speech and Debate team won second, third, and fourth place trophies in their recent competition; three events upcoming this Saturday here in Fullerton (Rebuild Truslow Park, Donate Life Run/Walk, Faces of Fullerton); this Sunday is the Fullerton Crop Hunger Walk.

### Information from the Board of Trustees

Trustee Ballard reported that Maple students attended the Sally Ride Science Fair and Exposition in San Diego where they got the idea to take part in the National TOY Challenge - Carmen Zuniga Dunlap of Cal State Fullerton mentored the students on their toy creation, a talking jump rope, and the students are going to present their design in May at the National TOY Challenge Competition in Washington, D.C. Mrs. Ballard also encouraged people to attend the 10th Annual Fullerton Education Foundation Putting Tournament at Golfer's Paradise, 4:00 p.m., on Friday, May 1, followed by dinner at Villa Del Sol.

Trustee Berryman's report: thanked everyone at the school sites who have welcomed her at their Open House events, the teachers are putting a lot of work into these events and the students are very excited; two kindergarten students at Hermosa Drive School's Open House escorted her around the school grounds and took her to the Science Fair; attended the Sacramento State PTA Safari Conference on March 30/31 and was able to deliver 460 letters to Assemblyman Mike Duvall, in addition to the 225 that were previously delivered; delivered 285 letters to Senator Mimi Walters; delivered 400 letters to Senator Lou Correa; toured the Governor's office with a group of PTA leaders; thanked all the parents and staff who provided letters; heard speakers Jean Ross, Gavin Payne, Jim Mayer, George Skelton, Scott Plotkin, Ron Bennett, Rick Simpson, Karen Bass, Paul Navarro, Susanna Cooper, Matt Taylor, and Senator Bob Huff.

Trustee Duncan's report: regarding his trip to Sacramento, there were 104 California Retired Teachers Association members in attendance, and the cost is \$39 to join the CRTA; while in Sacramento saw Assemblyman Curt Hagman, Senator Lou Correa, and Senator Mimi Walters; stated he is grateful that the Fullerton Education Foundation is allowing the Board to work through them to raise money for the schools; this Saturday's Faces of Fullerton event is from 10 a.m. to 3 p.m. with many different booths, good food, and is free of charge.

Board Members spoke about the history and attributes of the retiring certificated employees that are listed on this evening's Certificated Personnel Report.

### Information from PTA, DELAC, FETA, CSEA, FESMA

FETA President Andy Montoya's report: read aloud a report from California Teachers Association President David Sanchez that is in support of passing the upcoming May 19 special election initiatives; stressed the importance of passing the initiatives; the FETA is beginning phone-banking for the special election. Trustee Berryman commented that the League of Women Voters provided information on the May 19 initiatives, and she has brought flyers with this information to the Board Meeting. Trustee Ballard stated that the League of Women Voters will have an information meeting, regarding the May 19 initiatives, tomorrow evening at the Fullerton Main Library.

CSEA representative Janet Rock's report: CSEA met today with Mark Douglas, Mike Brito, and Kathi Carroll to review the parameters of the Board-adopted pupil attendance calendar, and she thanked Mr. Douglas for the meeting; thanked Dr. Gary Cardinale for today's meeting where there was discussion of the calendar; the upcoming CSEA Banquet is May 16 at the Anaheim Park Hotel.

FESMA President Paula Pitluk's report: the schools are gearing up for the Star testing and thanked Educational Services, especially Sung Chi, for all the help; there are many Spring events happening at the school sites; several of the schools are planning for Extended Year Summer School; despite the many budget challenges, administrators are looking forward to planning ahead for next year.

Julie Brandon, Program Specialist for English Learners, introduced two DELAC parents who thanked the Board for the opportunity to speak to them, stated they would be providing a formal update to the Board at the May 12 Board Meeting, and noted that 100 people attended the March 27 DELAC meeting. Trustee Berryman expressed her thanks and stated she was able to attend the DELAC meeting. Trustee Duncan stated he would like to obtain the dates of the DELAC meetings.

PTA President Luz Howchin's report: regarding the May 19 initiatives, the PTA supports 1a, 1b, 1c, and 1e - the PTA opposes 1d, and the PTA has no position regarding 1f; the Fullerton Council PTA will have their own booth at this Saturday's Faces of Fullerton event; a few of the PTA Presidents will be attending the State PTA Convention April 30-May 1; discussed the PTA Tool Kit binder that includes comprehensive information on job descriptions, what the PTA members can and can't do at school sites, etc.

#### Approve Minutes

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the minutes of the Regular meeting on March 24, 2009.

#### Consent Items

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the consent items as presented.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22C0141, C22D0738 through C22D0789, C22M0313 through C22M0323, C22R0770 through C22R0820, C22S0142 through C22S0149, C22T0038 through C22T0040, C22V0118 through C22V0130, C22X0581 through C22X0603 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 110944 through 111018, processed food/commodity purchase orders numbered 110975-A, 110977-A, 111000-A, 111002-A, and out of date sequence purchase order numbers 100956, 110957, DJ-110008, DJ-110008-A, and CARGILL-110013 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 68773 through 69192 for the 2008/2009 school year. The total amount presented for approval is \$1,928,279.71.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6887 through 6948 for the 2008/2009 school year totaling \$409,150.78.
- 1g. Authorize the use of State of California Multiple Award Schedule (CMAS) Contract No. 3-99-70-0793B, Supplement No. 4, through CDW-Government, Inc., for the purchase of Epson LCD projectors and document cameras as needed throughout the District.
- 1h. Approve Software License Renewal Participation Agreement with the Fullerton School District and the Mind Research Institute for a Math + Music software program at Fern Drive School for the 2009/2010 school year.
- 1i. Authorize the use of State of California Multiple Award Schedule (CMAS) Contract No. 3-08-00-0493A through Logical Choice Technologies, Inc., for the purchase of and warranty of hardware and installation listed on Attachment C of the CMAS Contract.
- 1j. Authorize the use of State of California Multiple Award Schedule (CMAS) Contract No. 3-09-00-

0493B through Logical Choice Technologies, Inc., for the purchase and warranty of hardware and software and installation and training services listed on Attachment C of the CMAS Contract.

- 1k. Adopt Resolution #08/09-13 celebrating National Volunteer Week, April 19-25, 2009, in the Fullerton School District.
- 1l. Approve Classified Tuition Reimbursements.
- 1m. Approve Amended Proposal for the purchase and installation of two shade structures at Parks Junior High School by USA Shade and Fabric Structures, Inc.
- 1n. Approve Holly Steele to attend out-of-state Science Olympiad Summer Institute in Phoenix, Arizona, from July 13-17, 2009.
- 1o. Approve Marlon Barcelona to attend out-of-state Science Olympiad Summer Institute in Phoenix, Arizona, from July 13-17, 2009.
- 1p. Approve/Ratify Partnership Agreement between the Fullerton School District and the Cypress School District effective July 1, 2008 through December 31, 2009, in support of the Readiness and Emergency Management for Schools (REMS) Grant.
- 1q. Approve/Ratify warrant numbers 1086 and 1087 for the 2008/2009 school year in the amount of \$139,127.40.
- 1r. Adopt Resolutions 08/09-B029 through 08/09-B036 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1s. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2009-March 31, 2009).
- 1t. Adopt Resolution #08/09-16 proclaiming May 17-23, 2009, as Classified Employee Week in the Fullerton School District.
- 1u. Adopt Resolution #08/09-17 proclaiming May 13, 2009, as Day of the Teacher in the Fullerton School District.
- 1v. Approve/Ratify agreement with Coca-Cola Enterprises, Inc., for the purchase of products in the 2008/2009 school year.
- 1w. Approve out-of-state conference for the Readiness and Emergency Management for Schools (REMS) Grant training from August 3-5, 2009, in National Harbor, Maryland, for Kathy Ikola and Mike Brito.

#### Administrative Reports

- 2a. Announcement of Appointment of Classified Personnel Commissioner.

Dr. Hovey briefly explained the replacement of a Classified Personnel Commissioner and that the Board is recommending Janet McNeill be appointed at the June 2, 2009 Regular Board Meeting.

- 2b. First Reading of revised Board Policy 1260 Community Relations, Educational Foundations, and revised Board Policy 3290 Business and Non-instructional Operations, Gifts, Grants, and Bequests.

Following some discussion of the revised Board Policies, it was the consensus of the Board to change the last sentence of Board Policy No. 1260 to read "The Board of Trustees supports any foundation allocations that provide educational opportunities." It was also the consensus of the

Board, and recommended by Dr. Hovey, to make changes to the second paragraph of Board Policy No. 3290 to read "Before accepting a gift, the Board of Trustees shall consider whether: 1) the gift has a purpose consistent with the District's vision and philosophy, 2) gift books and instructional materials meet regular District criteria, 3) the gift begins a program in which the Board of Trustees would be unable to continue when the donated funds are exhausted, 4) the gift entails undesirable or excessive costs, 5) the gift implies endorsement of any business or product."

2c. Budget Report Update.

Dr. Gary Cardinale reviewed the current budget timeline for 2008/2009 and stated that if the initiatives that are on the May 19 special election ballot don't pass, the budget deficit will become larger.

Discussion/Action Items

3a. Coordination and Status of Fundraising Efforts.

Dr. Mitch Hovey presented an overview of donations to District schools, to District Foundations (All the Arts for All the Kids, Fullerton Education, Fullerton Excellence in Education, Laguna Road SOS, Rolling Hills Education), to District programs, and to the PTA. Trustee Duncan commented he is hopeful that the newspapers will write about District needs and also stated he would like to know how the Foundations are doing with regard to fundraising. President Sugarman stated the major fundraiser for the Fullerton Excellence in Education Foundation is the Wine Auction in June, and the major fundraisers for the All the Arts for All the Kids Foundation are the Give Your Heart to the Arts Luncheon in May and the Pin Auction in October. Trustee Ballard stated that all the money received in the Fullerton Education Foundation goes to teachers for use in the classroom, and the Putting Tournament earns approximately \$8,000 to \$10,000. There was some discussion regarding finding ways to reach out to the community. Lauralyn Eschner stated that the June 5 concert at Plummer Auditorium would benefit instrumental music, and details will be forthcoming. Trustee Berryman commented that the Fullerton Education Foundation would be funneling any fundraising back to the District, in addition to teacher grants. Mrs. Berryman is asking anyone who is passionate about fundraising to please come forward to talk about what the District can do to raise money, and she would like to ensure that any fundraising is hand-in-hand with others.

3b. Adopt Resolution #08/09-14

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-14 authorizing reopening of Special Revenue Fund 20.

3c. Adopt Resolution #08/09-15

Moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #08/09-15 authorizing closure of Retiree Benefit Fund 71 and transfer of all balances to Fund 20.

3d. Approve extension of Assistant Superintendents' Contracts

Moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve the extension of Assistant Superintendents' Contracts through June 30, 2012 and appropriate modifications.

3e. Adopt Resolution #08/09-18

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-18 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (District 22).

3f. Adopt Resolution #08/09-19

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-19 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (District 40).

3g. Adopt Resolution #08/09-20

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-20 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (District 48).

Board Member Request(s) for Information and/or Possible Future Agenda Items

Trustee Berryman requested, and Trustee Duncan concurred, to place an item on a future Board Agenda to discuss Board reporting procedures at Board Meetings. Trustee Berryman also requested, and President Sugarman concurred, to place an item on a future Board Agenda to report how programs (programs that have incurred cuts) are doing with regard to fundraising efforts.

Recess to Closed Session – Agenda:

At 8:05 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Report from Closed Session

At 9:35 p.m., the Board returned to open session, and President Sugarman stated there was nothing to report from closed session.

Adjournment

President Sugarman adjourned the Regular meeting on April 21, 2009 at 9:36 p.m.

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Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees  
Tuesday, April 28, 2009, 4:00 p.m. Closed Session, 5:30 p.m. Open Session  
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 4:02 p.m., and Marilyn White led the Pledge of Allegiance to the flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, and Mrs. Janet Morey

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 4:03 p.m., the Board recessed to closed session regarding:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

Call to Order, Pledge of Allegiance, and Report from Closed Session

At 5:40 p.m., the Board returned to open session, and Albert Santillan led the Pledge of Allegiance to the Flag. President Sugarman stated that in closed session the Board reviewed two requests for stipulated expulsions concerning student case #0809-04 and student case #0809-05. Regarding #0809-04, it was moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 that the student be expelled from all the schools and programs of the District for the Spring semester 2009 ending June 12, 2009. The Board finds that the student has violated Education Code sections 48900(b), 48900(c), 48900(h), 48900(i), and 48900(k). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order. Regarding #0809-05, it was moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 that the student be expelled from all the schools and programs of the District for the Spring semester 2009 ending June 12, 2009. The Board finds that the student has violated Education Code sections 48900(b), 48900(c), and 48900(k). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order.

Assistant Superintendent Mark Douglas reported that in closed session the Board heard the "Matter of the Accusation Against Eva Arreola, et al, OAH No. 2009030110", with regard to layoffs of certificated personnel.

Public Comments

President Sugarman stated: "The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are

not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter."

### Budget Update

Dr. Gary Cardinale presented a 2009/2010 budget development update and stated this evening's presentation is based on a common message from all County offices in the State. Dr. Cardinale's report included: if the Special May 19 Election ballot measures do not pass, the cost to the State would be approximately \$6 billion; discussion of the six State propositions; discussion of the deterioration of State and Federal economy; school districts are advised by the LAO to anticipate further funding reductions in 2009/2010 based on legislative action; discussion of the ARRA (American Recovery and Reinvestment Act); discussion of Title I; discussion of IDEA (Individual Disabilities Education Act); discussion of SFSF (State Fiscal Stabilization Funds); discussion of Categorical Funding; the reserves for economic uncertainties remains at 3%; chart delineating the District's unrestricted reserves from 2005 through 2011; the County's recommendation to adhere to the May 15 employment notice deadline; discussion of cash management; chart delineating the target reductions total of \$8,400,000; discussion of resources available.

### Action Item

1a. Adopt Resolution #08/09-21 eliminating identified classified positions effective July 1, 2009.

District employees Albert Santillan, Dianna Mullen, and Marleen Acosta spoke to the Board of their concerns with the proposed employee cuts on this Resolution, the importance of these positions in the District, and that these are not positions being cut, but are people being cut. Retiree Joy Brookman requested the Board consider allowing one employee on this Resolution, the Educational Media Technician, to continue employment with the District for a few months beyond July 1 so this employee may retire with benefits.

President Sugarman read aloud the following statement: "One of the saddest and most frustrating things about being a Board member has always been bringing members of our staff the news that they will be reduced in hours or laid off from their job and that outstanding programs for students will be reduced and/or eliminated. As Board members, we are charged with a very important responsibility to maintain fiscal solvency for the Fullerton School District as well as provide the very best of education for all of our students. To accomplish this, we must work together with our classified, certificated, and management staff who are the backbone of the District. We must also work hand-in-hand and side-by-side with our parents and members of the Fullerton community who support us as we work to educate and prepare students for the 21<sup>st</sup> Century. Being part of the team in the Fullerton School District, we must all be willing to step outside the boundaries that may be imposed upon us by others and come together to do whatever it takes to support all members of the family. It is our hope that all employee groups will answer this call by stepping forward in the very near future to help us maintain the jobs of their fellow colleagues and continue outstanding educational programs for our students. Given the volatility of the State's financial position and the potential implications on the long-term stability of educating students in the Fullerton School District, it is with regret that we must take action tonight to maintain a budget that is fiscally solvent and that we are accountable to the community to perform. As a part of this action, we are asking that our Superintendent and Executive Cabinet members continue in their efforts to develop and revise the budget as the financial picture changes over the next few months. We ask that you do all you can to support services for students and protect jobs for Fullerton School District staff members who have been impacted by these layoffs and/or reductions while at the same time maintaining fiscal solvency."

Trustee Berryman discussed the difficulty with having to make this decision and that she is deeply saddened. Mrs. Berryman also commented that the Board realizes that these are people, not just positions. Trustee Berryman stated she wants administration to work very hard to bring back the funding needed to reinstate the media specialists at all school sites.

Trustee Ballard discussed how very hard this is and that she knows most of the people whose positions are being eliminated. Mrs. Ballard asked everyone to be hopeful that things will turn out okay and encouraged some serious negotiating as to what can be done for our colleagues.

Trustee Duncan stated that by passing this Resolution this evening, it does not preclude the fact that the District could bring back many employees as the budget changes. Mr. Duncan reiterated that the District has made budget cuts every year since he's been a Board Member, and that the Board does not have any other option in order to stay afloat.

Trustee Thornley stated that the District has kept cuts away from classroom and school site employees for many years. Mrs. Thornley also commented that this is the second time action has been taken on employees, it has not been easy, and the District has tried very hard not to get to this point. Trustee Thornley noted that if the economic outlook doesn't get better, there may be hard times ahead, and when discussing contracts it should be considered how to best help everyone in the District.

Superintendent Hovey stated that as the leader of the District, it is very hard to do this. Dr. Hovey thanked his Cabinet members for working so hard to maintain as many jobs and programs as possible. Dr. Hovey commented he would like to encourage the community and the association groups to pull together so that the District will move forward.

President Sugarman commended the Cabinet Members for their sensitivity to employees and thanked them for working above and beyond. Mrs. Sugarman also thanked the leaders who spoke individually to their affected employees. Additionally, Mrs. Sugarman recommended those employees who are being laid off speak to Kathi Carroll to obtain more information.

It was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to adopt Resolution #08/09-21 eliminating identified classified positions effective July 1, 2009.

#### Adjournment

President Sugarman adjourned the Special meeting on April 28, 2009 at 6:58 p.m.

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Ellen Ballard, Clerk, Board of Trustees

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, catastrophic leave, leave(s) of absence and retirement(s) and a separation from employment.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON May 12, 2009**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Kathryn Baptista	Substitute Teacher	Employ	100	04/02/09
Yooria Kim	Substitute Teacher	Employ	100	04/20/09
Tony Quan	Substitute Teacher	Employ	100	04/03/09
Elisabeth Siapin	Substitute Teacher	Employ	100	03/31/09
Tracee Sterry	Substitute Teacher	Employ	100	04/02/09

**CATASTROPHIC LEAVE**

Jody Dyer                      Catastrophic Leave for 25 days effective April 24, 2009

**LEAVE(S) OF ABSENCE AND RETIREMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Aileen Anderson	Speech/Sunset	Leave of Absence	05/21/09-06/12/09
Casey Fair	Kindergarten/Golden Hill	Leave of Absence	05/04/09-06/12/09
Barbara Smith	Kindergarten/Fern	Retire	06/12/09
Linda Solomon	SDC Primary/Woodcrest	Retire	06/12/09
Michelle Sterling	Speech/Orangethorpe	Leave of Absence	04/06/09-06/12/09
Marilyn Weber	Kindergarten/Valencia Park	Retire	06/12/09

**SEPARATION FROM EMPLOYMENT**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Linda Rohlfs	Contract Substitute/District Office	39 Month Rehire List	04/25/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on May 12, 2009.

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Clerk/Secretary

CONSENT ITEM

**DATE: May 12, 2009**

**TO: Mitch Hovey, Ed.D., District Superintendent**

**FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services**

**SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290 (a), the Board of Trustees may accept any bequest, gift of money or property on behalf of the School District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance this evening are included on the following page. Gifts for specific dollar amounts are noted, non-monetary gifts are identified and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extra curricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

GC:sf  
Attachment

FULLERTON SCHOOL DISTRICT

*Gifts – May 12, 2009*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Fisler	Fisler Booster Club (Community Partner)	Monetary donation of \$800.00 for the laptop program
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$500.00 for the laptop program
Laguna Road	Washington Mutual (Community Partner)	Monetary donation of \$160.00 for school needs
Laguna Road	Target Take Charge of Educations (Community Partner)	Monetary donation of \$243.69 for school needs
Laguna Road	Chess Masters (Community Partner)	Monetary donation of \$250.00 for school needs
Laguna Road	Laguna Road PTA (PTA)	Monetary donation of \$5,851.17 for classroom enrichment
Nicolas	Pacific Life Foundation (Community Partner)	Monetary donation of \$1,500.00 for textbooks and materials for math program
Pacific Drive	The Father's House Christian Fellowship (Community Partner)	Monetary donation of \$1,159.20 for the school on behalf of Steve and Sandy Contreras
Raymond	Target Take Charge of Educations (Community Partner)	Monetary donation of \$179.36 for the school
Sunset Lane	Sunset Lane PTA (PTA)	Donation of 1,000 school mascot folders. Donation valued at \$646.50
Sunset Lane	Sunset Lane PTA (PTA)	Monetary donation of \$2,100.00 the All the Arts for All the Kids program

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

**PREPARED BY:** Suwen Su, Director of Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED C22C0142 THROUGH C22C0146, C22D0790 THROUGH C22D0836, C22M0324 THROUGH C22M0331, C22R0821 THROUGH C22R0898, C22S0150 THROUGH C22S0159, C22T0041 THROUGH C22T0043, C22V0131 THROUGH C22V0134, C22X0604 THROUGH C22X0613 FOR THE 2008/2009 FISCAL YEAR

Background: Expenditures for the Fullerton School District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed but excluded in the Purchase Order Detail Report are purchase orders that have either been cancelled or changed in some manner and appear in the other sections of this report titled Purchase Order Detail – Cancelled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been prepared since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase Orders are used by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered C22C0142 through C22C0146, C22D0790 through C22D0836, C22M0324 through C22M0331, C22R0821 through C22R0898, C22S0150 through C22S0159, C22T0041 through C22T0043, C22V0131 through C22V0134, C22X0604 through C22X0613 for the 2008/2009 fiscal year.

GC:SS:sf  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/12/2009**

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22C0142	CALIFORNIA INSTITUTE FOR SCHOO	160.00	160.00	0109755219 5210	Supp Grant Instr Supervision / Conferences and Meetings
C22C0143	FIRST PRESBYTERIAN NURSERY SCH	180.00	90.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
			90.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
C22C0144	E L ACHIEVE	1,305.00	1,015.00	0122652101 5210	Title III Immigrant Educ Prog / Conferences and Meetings
			290.00	0122652221 5210	Title III IEP Instr Staff Dev / Conferences and Meetings
C22C0145	SCHOOL SERVICES OF CALIFORNIA	250.00	125.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			125.00	0153750799 5210	Business Administration DC / Conferences and Meetings
C22C0146	SCHOOL SERVICES OF CALIFORNIA	375.00	375.00	0109755219 5210	Supp Grant Instr Supervision / Conferences and Meetings
C22D0790	WERIWETHER PUBLISHING	107.31	107.31	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
C22D0791	EDUCATIONAL VIDEO NETWORK	82.37	82.37	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
C22D0792	ABILITATIONS	42.29	42.29	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0793	NASCO WEST INC	249.14	249.14	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
C22D0794	PRESIDENT'S EDUCATION AWARD PR	31.47	31.47	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0795	PRESIDENT'S EDUCATION AWARD PR	72.25	72.25	0144227109 4310	Technology Donations Sunset Ln / Materials and Supplies
C22D0796	PRESIDENT'S EDUCATION AWARD PR	39.63	39.63	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
C22D0797	LIBRARY VIDEO COMPANY	1,274.58	1,274.58	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr
C22D0798	OFFICE DEPOT BUSINESS SERVICE	462.08	462.08	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0799	TROXELL COMMUNICATIONS	106.58	106.58	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22D0800	NATIONAL JUNIOR HONOR SOCIETY	55.40	55.40	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22D0801	TEACHERS' DISCOUNT	113.84	113.84	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0802	WHITE RHINO GRAPHICS	326.25	326.25	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22D0803	DHARMA TRADING COMPANY	490.19	490.19	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
C22D0804	GOV CONNECTION	365.40	365.40	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
C22D0805	GOV CONNECTION	104.29	104.29	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
C22D0806	GOV CONNECTION	1,151.66	1,151.66	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0807	GOV CONNECTION	917.85	917.85	0140310279 4350	School Administration Discret / Materials and Supplies
C22D0808	GOV CONNECTION	134.85	134.85	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0809	GOV CONNECTION	332.78	332.78	0140320279 4350	School Administration Discret / Materials and Supplies
C22D0810	GOV CONNECTION	834.66	834.66	0109726279 4350	Supp Grant Supp Sch Adm R Hill / Materials and Supplies
C22D0811	GOV CONNECTION	325.16	325.16	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0812	GOV CONNECTION	1,751.32	1,751.32	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0813	ACORN NATURALISTS	508.55	508.55	1231419101 4310	Child Devel PreK Qaulity Mater / Materials and Supplies
C22D0814	NASCO WEST INC	305.57	305.57	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
C22D0815	NATURE WATCH	766.28	766.28	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
C22D0816	NASCO WEST INC	1,707.84	426.93 1,280.91	1208513101 4310 1208527101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr Childcare Instr Sunset Lane / Materials and Supplies Instr
C22D0817	SCHOLASTIC INC	255.45	255.45	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22D0818	GOV CONNECTION	382.80	382.80	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22D0819	WHITE RHINO GRAPHICS	550.55	550.55	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Instr
C22D0820	GOV CONNECTION	619.99	619.99	0136429101 4310	Sch Block Grant Instr Woodcrst / Materials and Supplies
C22D0821	GOV CONNECTION	403.67	403.67	0136429101 4310	Sch Block Grant Instr Woodcrst / Materials and Supplies
C22D0822	GOV CONNECTION	6,969.26	6,969.26	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
C22D0823	SUPPLY MASTER	22.80	22.80	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
C22D0824	NATURE WATCH	663.19	57.66 605.53	1231019101 4310 1231419101 4310	Preschool Instruction / Materials and Supplies Instr Child Devel PreK Qaulity Mater / Materials and Supplies
C22D0825	FOLKMANIS PUPPETS	420.36	420.36	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22D0826	DISCOUNT SCHOOL SUPPLY	341.33	341.33	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
C22D0827	S&S WORLDWIDE INC	1,678.07	1,678.07	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
C22D0828	AMAZON.COM	193.98	193.98	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0829	SOPRIS WEST	566.68	566.68	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
C22D0830	OFFICE DEPOT BUSINESS SERVICE	156.56	156.56	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0831	GOV CONNECTION	288.19	288.19	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0832	TEACHER'S DISCOVERY	61.57	61.57	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
C22D0833	OXFORD UNIVERSITY PRESS	2,240.78	2,240.78	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
C22D0834	SILICON MOUNTAIN MEMORY INC	1,388.26	710.09	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
			678.17	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
C22D0835	GOV CONNECTION	661.59	661.59	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
C22D0836	ELLISON EDUCATIONAL EQUIPMENT	112.82	112.82	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
C22M0324	LOMA VISTA NURSERY	659.18	659.18	0130328101 4310	Sch Instr Garden Grant Valenci / Materials and Supplies
C22M0325	SSD ALARM SYSTEMS	193.18	193.18	0154950839 5800	Security / Other Contracted Services
C22M0326	CARSON SUPPLY COMPANY INC	303.42	303.42	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0327	B AND M LAWN GARDEN	436.11	436.11	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
C22M0328	ADA WAREHOUSE	193.18	193.18	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0329	LOMA VISTA NURSERY	733.67	733.67	0109728109 4310	Suppl Grant Support VP Primary / Materials and Supplies
C22M0330	EWING IRRIGATION PRODUCTS	120.70	120.70	0130315101 4310	Sch Instr Garden Grant Golden / Materials and Supplies
C22M0331	CHEMSEARCH	1,717.38	1,717.38	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
C22R0821	RILEY'S FARM	672.00	672.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22R0822	SAMMONS PRESTON	200.12	200.12	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0823	SMITH, KATHLEEN	450.00	450.00	0110217119 4310	LV Productions / Materials and Supplies Instr
C22R0824	CHANG, AARON	137.66	137.66	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
C22R0825	ORANGE CNTY DEPARTMENT OF EDUC	31,050.00	31,050.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0826	SANTA ANA ZOO	362.04	362.04	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0827	RIGHT CONNECTION, THE	681.80	681.80	0110217119 4310	LV Productions / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/12/2009**

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0828	SMITH, KATHLEEN	1,260.65	1,260.65	0110217119 4310	LV Productions / Materials and Supplies Instr
C22R0829	RODRIGUEZ, SARAH	183.20	183.20	0110217119 4310	LV Productions / Materials and Supplies Instr
C22R0830	MONTOYA, KRISTIN	36.99	36.99	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22R0831	RENAISSANCE LEARNING INC	215.96	215.96	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0832	STAPLES 025724519	116.96	116.96	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22R0833	OFFICE DEPOT BUSINESS SERVICE	47.81	47.81	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22R0834	EL POLLO LOCO	2,800.00	2,800.00	1231019101 4347	Preschool Instruction / Preschool Food
C22R0835	WALGREENS #1750	2,781.50	86.99	0151354341 4350	Health Services / Materials and Supplies Office
			1,347.25	0152151749 5875	Personnel Serv Certificated DC / Medical Examinations
			1,347.26	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22R0836	SUPER DUPER PUBLICATIONS	203.26	203.26	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22R0837	TOOL FACTORY	201.72	201.72	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22R0838	PEARSON ASSESSMENT INC	176.94	176.94	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22R0839	PRO ED	55.81	55.81	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
C22R0840	PEARSON ASSESSMENT INC	174.57	174.57	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
C22R0841	WESTERN PSYCHOLOGICAL SERVICES	676.88	676.88	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
C22R0842	NJAVRO, SHANNON	175.68	175.68	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22R0843	OCEAN INSTITUTE	7,050.00	7,050.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0844	PEARSON ASSESSMENT INC	3,738.37	3,738.37	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
C22R0845	WESTERN PSYCHOLOGICAL SERVICES	852.52	852.52	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
C22R0846	MULTI HEALTH SYSTEMS	138.94	138.94	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0847	ACADEMIC THERAPY PUBLISHERS	451.25	451.25	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0848	PRO ED	346.76	346.76	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0849	PAR INC	687.56	687.56	0151154321 4315	Psychological Services / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/12/2009**

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0850	HAWTHORNE EDUCATION SERVICES I	631.77	631.77	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22R0851	APPLE COMPUTER INC.	172.91	172.91	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22R0852	LIGAO, MICHELLE	24.55	24.55	0112054101 4310	SDC Full Inclusion Severe / Materials and Supplies Instr
C22R0853	ORANGE CNTY DEPARTMENT OF EDUC	862.50	862.50	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
C22R0854	SC INC EMBROIDERY	2,008.55	2,008.55	0111611179 4310	Phys Ed Instr Beechwood / Materials and Supplies Instr
C22R0855	CHANG, AARON	120.67	83.82	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
			36.85	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
C22R0856	OFFICE DEPOT BUSINESS SERVICE	22.61	22.61	0151454391 4350	Special Services / Materials and Supplies Office
C22R0857	PANIAGUA, LORENA	76.56	76.56	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
C22R0858	DISCOVERY SCIENCE CENTER	664.00	664.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0859	CONCOURSE ENTERTAINMENT	702.00	702.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0860	ALPHA SCIENTIFIC MEDICAL INC	299.88	149.93	0152151749 5875	Personnel Serv Certificated DC / Medical Examinations
			149.95	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22R0861	MONTOYA, KRISTIN	35.88	35.88	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22R0862	WHITE RHINO GRAPHICS	389.87	389.87	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
C22R0863	SUPPLY MASTER	103.15	103.15	0153050799 4350	Business Administration DC / Materials and Supplies
C22R0864	PRO ED	43.94	43.94	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22R0865	S WALTERS INC	86.95	86.95	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0866	S WALTERS INC	86.95	86.95	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0867	WALT DISNEY STUDIOS MOTION PIC	1,740.00	1,740.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0868	GOV CONNECTION	58.73	58.73	0125554101 4310	LEA Medi Cal Reinburse Speech / Materials and Supplies
C22R0869	PEREDA, ENRIQUETA	77.50	77.50	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0870	HERNANDEZ, MARGARITA	190.79	190.79	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0871	WESTERN PSYCHOLOGICAL SERVICES	78.30	78.30	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0872	CURRICULUM ASSOCIATES	357.79	357.79	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
C22R0873	GANDER PUBLISHING	584.79	584.79	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
C22R0874	ABRAMS, JOHN	900.00	900.00	0130422101 5899	SBCP Instr Pacific Drive / Other Expenses
C22R0875	TUMLINSON, CHRISTA LYNE	1,200.00	1,200.00	0131711101 4310	Arts Music Instr Beechwood / Materials and Supplies Instr
C22R0876	TUMLINSON, CHRISTA LYNE	250.00	250.00	0131711101 4310	Arts Music Instr Beechwood / Materials and Supplies Instr
C22R0877	NEWCOMB, DR SUSAN	1,800.00	1,800.00	0134511101 4310	English Lang Acq Prg Beechwood / Materials and Supplies
C22R0878	SARGENT WELCH/CENCO	84.64	84.64	0109555109 4310	Beckman Science Instructional / Materials and Supplies
C22R0879	APPLE COMPUTER INC.	54.32	54.32	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22R0880	CDE PRESS	518.63	518.63	0141155109 4310	Staff Development Instr / Materials and Supplies Instr
C22R0881	ANYTHING EDUCATIONAL PLUS INC	933.36	933.36	0135555101 4310	BTSA Instruction / Materials and Supplies Instr
C22R0882	HOPPER, SUSAN	108.91	108.91	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
C22R0883	RYONO, PAMELA	237.37	237.37	0130327101 4310	Sch Instr Garden Grant Sunset / Materials and Supplies
C22R0884	PIONEER STATIONERS	159.47	79.74 79.73	0109555279 4350 0140155239 4350	Beckman Science Administration / Materials and Supplies Curriculum Development Discret / Materials and Supplies
C22R0885	SHARP INTERNATIONAL	650.00	650.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
C22R0886	EDUCATIONAL CONSULTING SERVICE	6,707.00	6,707.00	0109955279 5805	SSOAR Saturday School Admin / Consultants
C22R0887	KHALILI, SOROUR	139.00	139.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
C22R0888	BUCKET FILLERS	297.45	297.45	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
C22R0889	DIMICK, SANDI	40.94	40.94	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
C22R0890	DIMICK, SANDI	112.52	112.52	0130426101 4310	SBCP Instr Rolling / Materials and Supplies Instr
C22R0891	HUNT, GINGER	479.84	479.84	0134526101 4310	English Lang Acq Prg Rolling H / Materials and Supplies
C22R0892	DIAMOND TROPHY AND ENGRAVING	286.53	286.53	0130426101 4310	SBCP Instr Rolling / Materials and Supplies Instr
C22R0893	MOSER, LINDA	194.35	194.35	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22R0894	CANDELARIA, MELINDA L	57.72	57.72	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0895	LEE, RACHEL	90.52	90.52	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22R0896	LAWSON, DON	141.45	141.45	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22R0897	CANDELARIA, MELINDA L	74.13	74.13	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22R0898	CANDELARIA, MELINDA L	58.92	58.92	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22S0150	CANNON SPORTS INC	1,683.14	1,683.14	0100000000 9320	Unrestricted / Stores
C22S0151	RAYVERN LIGHTING SUPPLY CO INC	1,780.68	1,780.68	0100000000 9320	Unrestricted / Stores
C22S0152	SOUTHWEST SCHOOL SUPPLY	1,246.94	1,246.94	0100000000 9320	Unrestricted / Stores
C22S0153	PIONEER STATIONERS	1,468.65	1,468.65	0100000000 9320	Unrestricted / Stores
C22S0154	OFFICE DEPOT BUSINESS SERVICE	3,002.64	3,002.64	0100000000 9320	Unrestricted / Stores
C22S0155	SOUTHWEST SCHOOL SUPPLY	3,171.91	3,171.91	0100000000 9320	Unrestricted / Stores
C22S0156	SCHOOL SPECIALTY	140.29	140.29	0100000000 9320	Unrestricted / Stores
C22S0157	BEST BUY CHEMICAL AND SUPPLY	328.53	328.53	0100000000 9320	Unrestricted / Stores
C22S0158	BLAKE'S JANITOR SUPPLY INC	681.86	681.86	0100000000 9320	Unrestricted / Stores
C22S0159	GALE SUPPLY COMPANY	9,995.49	9,995.49	0100000000 9320	Unrestricted / Stores
C22T0041	PARKHOUSE TIRE INC	469.23	469.23	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
C22T0042	PARKHOUSE TIRE INC	350.44	350.44	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
C22T0043	ANCHOR MUFFLER AND AUTO SERVIC	252.25	152.25	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			100.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
C22V0131	APPLE COMPUTER INC.	30,588.60	4,246.21	0110219109 4310	Instruction Maple DC / Materials and Supplies Instr
			6,362.09	0121019101 6410	High Priority Inst Maple / New Equip Less Than \$10,000
			160.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
			16,182.30	0130219101 6410	Economic Impact Aid Maple / New Equip Less Than
			3,638.00	0134519101 6410	English Lang Acq Prg Maple / New Equip Less Than
C22V0132	APPLE COMPUTER INC.	7,717.76	1,071.41	0136152101 4310	IM Library Ed Tech Centr Instr / Materials and Supplies
			40.00	0136155241 4350	IM Library Ed Tech Admin / Materials and Supplies Office
			6,606.35	0136155241 6410	IM Library Ed Tech Admin / New Equip Less Than

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/12/2009**

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22V0133	ARIA MEDICAL EQUIPMENT	1,856.50	1,856.50	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
C22V0134	CULVER NEWLIN INC	1,773.71	601.39	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
			1,172.32	1231852101 6410	Pre K Family Literacy Instr / New Equip Less Than
C22X0604	STAPLES 025724519	250.00	250.00	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
C22X0605	BARNES AND NOBLE INC	868.00	868.00	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
C22X0606	GALLAGHER PEDIATRIC THERAPY	1,577.00	1,577.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0607	CSU FULLERTON AUXILIARY SVCS C	77,482.00	77,482.00	0135532221 5805	BTSA Staff Dev CSUF Foundation / Consultants
C22X0608	BUENA PARK SCHOOL DISTRICT	40,446.00	40,446.00	0135531221 5805	BTSA Staff Dev Buena Park SD / Consultants
C22X0609	LA HABRA CITY SCHOOL DISTRICT	22,091.00	22,091.00	0135538221 5805	BTSA Staff Dev La Habra CitySD / Consultants
C22X0610	GALLAGHER PEDIATRIC THERAPY	1,743.00	1,743.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0611	GALLAGHER PEDIATRIC THERAPY	1,162.00	1,162.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0612	GALLAGHER PEDIATRIC THERAPY	2,324.00	2,324.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0613	GALLAGHER PEDIATRIC THERAPY	40,000.00	40,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
	Fund 01 Total:	357,610.14			
	Fund 12 Total:	15,030.45			
	Total Amount of Purchase Orders:	372,640.59			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0776	THERAPY SHOPPE	19.75	+5.99	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
C22S0068	OFFICE DEPOT BUSINESS SERVICE	1,801.41	-425.14	0100000000 9320	Unrestricted / Stores
C22S0129	OFFICE DEPOT BUSINESS SERVICE	4,756.11	-586.50	0100000000 9320	Unrestricted / Stores
C22X0068	APPLE COMPUTER INC.	24,000.00	-8,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies
C22X0069	BLUE RAVEN TECHNOLOGY INC	76,000.00	+8,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies
C22X0476	IRVINE THERAPY SERVICES	5,638.00	+3,638.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0513	GALLAGHER PEDIATRIC THERAPY	2,241.00	+1,162.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22Y0002	PACIFIC SUPPLY COMPANY	6,050.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
C22Z0027	GLASBY MAINTENANCE SUPPLY COMP	1,000.00	-1,000.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
C22Z0029	GRAYBAR ELECTRIC COMPANY	49,000.00	+4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0031	HICKS TURF EQUIPMENT COMPANY,	1,500.00	-500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
C22Z0032	HI TECH TERMITE CONTROL	6,290.00	+290.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22Z0037	KI2 SPECIALTIES INC	500.00	-500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
C22Z0070	WAXIE KLEEN LINE CORPORATION	4,790.00	+1,500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>7,984.35</b>		
	<b>Total Amount of Change Orders:</b>		<b>7,984.35</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS**

BOARD OF TRUSTEES

05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0023	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0138352101 4310	CA Math and Science Instr / Materials and Supplies Instr
C22X0259	LOWES HIW INC	300.00	300.00	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies
C22X0421	CM SCHOOL SUPPLY COMPANY	200.00	200.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
C22X0485	HOME DEPOT, THE	1,560.00	1,560.00	0130321101 4310	Sch Instr Garden Grant Oranget / Materials and Supplies
C22X0505	LOWES HIW INC	500.00	500.00	0130316101 4310	Sch Instr Garden Grant Hermosa / Materials and Supplies
C22X0550	PEPPER MUSIC, J W	500.00	500.00	0131617101 4310	Arts and Music Instr Ladera Vi / Materials and Supplies
C22X0552	HOME DEPOT, THE	198.00	198.00	0130319101 4310	Sch Instr Garden Grant Maple / Materials and Supplies
	<b>Fund 01 Total:</b>	<b>4,258.00</b>	<b>4,258.00</b>		
	<b>Total Amount of Purchase Orders:</b>	<b>4,258.00</b>			

Full Elem CFD2000-01  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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**NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE**

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS  
BOARD OF TRUSTEES 05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE ACCOUNT</u> <u>AMOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/12/2009

FROM 03/31/2009 TO 04/20/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Saldivar, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 111019 THROUGH 111105, PROCESSED FOOD/COMMODITY PURCHASE ORDERS NUMBERED CARGILL-110015 AND GS-110008 AND OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED CARGILL-110014 AND DJ-110009 FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 31, 2009, through April 20, 2009, contains purchase orders numbered 111019 through 111105, processed food/commodity purchase orders numbered CARGILL-110015 and GS-110008 and out-of-date sequence purchase orders numbered CARGILL-110014 and DJ-110009 totaling \$391,801.64.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 111019 through 111105, processed food/commodity purchase orders numbered CARGILL-110015 and GS-110008 and out-of-date sequence purchase orders numbered CARGILL-110014 and DJ-110009 for the 2008/2009 school year.

GC:LS:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report  
03-31-09 through 04-20-09

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
4/20/2009	Fullerton Hardware	111097	Supplies	500.00
<b>Out of Date Sequence P.O.'s</b>				
3/30/2009	Cargill Kitchen Solutions, Inc.	CARGILL-110014	Food	2,540.14
3/30/2009	DJ Co-ops	DJ-110009	Commodity	947.70
<b>Processed Food &amp; Commodity P.O.'s</b>				
3/31/2009	Cargill Kitchen Solutions, Inc.	CARGILL-110015	Food	163.84
3/31/2009	Gold Star Foods	GS-110008	Commodity	533.52
Total OPEN Purchase Orders				\$ 500.00
Total Purchase Orders Out of Date Sequence				3,487.84
Total Processed Food & Commodity P.O.'s				697.36
Total Purchase Orders from Purchase Order Summary Report				387,116.44
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 391,801.64</b>

## Fullerton School District

Date 04/21/2009

Food Services

Page 1

Time 10:18

PURCHASE ORDER SUMMARY  
( 03/31/2009 - 04/20/2009 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	111025	03/31/2009	0.00	1,113.50	0.00	0.00	1,113.50
	111039	04/06/2009	0.00	114.95	0.00	0.00	114.95
	111040	04/06/2009	0.00	670.08	0.00	0.00	670.08
	111056	04/07/2009	0.00	453.09	0.00	0.00	453.09
	111105	04/20/2009	0.00	240.00	0.00	0.00	240.00
			0.00	2,591.62	0.00	0.00	2,591.62
ASR Food Distributors, Inc.	111026	03/31/2009	0.00	505.55	0.00	0.00	505.55
	111041	04/06/2009	0.00	1,137.35	0.00	0.00	1,137.35
	111042	04/06/2009	0.00	818.76	0.00	0.00	818.76
	111043	04/06/2009	0.00	1,694.42	0.00	0.00	1,694.42
	111044	04/06/2009	0.00	3,161.04	0.00	0.00	3,161.04
	111045	04/06/2009	0.00	6,723.88	0.00	0.00	6,723.88
	111058	04/09/2009	0.00	2,280.00	0.00	0.00	2,280.00
	111088	04/15/2009	0.00	0.00	0.00	73.50	73.50
	111091	04/16/2009	0.00	1,920.40	0.00	0.00	1,920.40
	111098	04/20/2009	0.00	0.00	0.00	220.50	220.50
	111099	04/20/2009	0.00	0.00	0.00	962.00	962.00
	111101	04/20/2009	0.00	0.00	0.00	98.00	98.00
	111104	04/20/2009	0.00	89.80	0.00	0.00	89.80
			0.00	18,331.20	0.00	1,354.00	19,685.20
Coca Cola Co.	111033	04/01/2009	0.00	671.55	0.00	0.00	671.55
	111034	04/01/2009	0.00	2,386.45	0.00	0.00	2,386.45
	111035	04/01/2009	0.00	288.65	0.00	0.00	288.65
	111036	04/01/2009	0.00	2,003.95	0.00	0.00	2,003.95
			0.00	5,350.60	0.00	0.00	5,350.60
Commercial Door Co., Inc.	111061	04/13/2009	0.00	0.00	0.00	300.00	300.00
			0.00	0.00	0.00	300.00	300.00
Driftwood Dairy	111060	04/09/2009	0.00	0.00	0.00	799.64	799.64
	111061	04/09/2009	0.00	0.00	0.00	1,259.86	1,259.86
	111062	04/09/2009	0.00	0.00	0.00	2,071.51	2,071.51
	111063	04/09/2009	0.00	0.00	0.00	1,052.20	1,052.20
	111064	04/09/2009	0.00	0.00	0.00	1,052.20	1,052.20
	111065	04/09/2009	0.00	0.00	0.00	985.82	985.82
	111066	04/09/2009	0.00	0.00	0.00	2,312.20	2,312.20
	111067	04/09/2009	0.00	0.00	0.00	812.80	812.80
	111068	04/09/2009	0.00	0.00	0.00	2,398.90	2,398.90
	111069	04/09/2009	0.00	0.00	0.00	4,062.40	4,062.40
	111070	04/09/2009	0.00	0.00	0.00	3,336.50	3,336.50

\* Totals Are Rounded

Fullerton School District

Date 04/21/2009

Food Services

Page 2

Time 10:18

PURCHASE ORDER SUMMARY

{ 03/31/2009 - 04/20/2009 }

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
Driftwood Dairy	111071	04/09/2009	0.00	0.00	0.00	3,314.72	3,314.72	
	111072	04/09/2009	0.00	0.00	0.00	1,581.12	1,581.12	
	111073	04/09/2009	0.00	0.00	0.00	1,939.24	1,939.24	
	111074	04/09/2009	0.00	0.00	0.00	4,634.80	4,634.80	
	111075	04/09/2009	0.00	0.00	0.00	1,023.40	1,023.40	
	111076	04/09/2009	0.00	0.00	0.00	1,444.20	1,444.20	
	111077	04/09/2009	0.00	0.00	0.00	3,931.34	3,931.34	
	111078	04/09/2009	0.00	0.00	0.00	2,732.98	2,732.98	
	111079	04/09/2009	0.00	0.00	0.00	1,860.73	1,860.73	
	111080	04/09/2009	0.00	429.30	0.00	1,889.33	2,318.63	
			0.00	429.30	0.00	44,495.89	44,925.19	
Form Plastics	111095	04/17/2009	0.00	0.00	0.00	1,692.07	1,692.07	
			0.00	0.00	0.00	1,692.07	1,692.07	
Fullerton Hardware	111097	04/20/2009	0.00	0.00	0.00	0.00	0.00	
			0.00	0.00	0.00	0.00	0.00	
Fullerton School District	111086	04/15/2009	0.00	0.00	0.00	50,000.00	50,000.00	
	111089	03/31/2009	0.00	0.00	0.00	211,210.28	211,210.28	
	111094	03/31/2009	0.00	0.00	0.00	4,278.42	4,278.42	
			0.00	0.00	0.00	265,488.70	265,488.70	
Gold Star Foods	111024	03/31/2009	0.00	891.95	0.00	0.00	891.95	
	111029	03/31/2009	0.00	107.73	0.00	0.00	107.73	
	111030	03/31/2009	0.00	102.60	0.00	0.00	102.60	
	111031	03/31/2009	0.00	102.60	0.00	0.00	102.60	
	111046	04/06/2009	0.00	4,649.98	0.00	0.00	4,649.98	
	111047	04/06/2009	0.00	8,759.33	0.00	0.00	8,759.33	
	111048	04/06/2009	0.00	7,889.79	0.00	0.00	7,889.79	
	111049	04/06/2009	0.00	3,366.26	0.00	0.00	3,366.26	
	111050	04/06/2009	0.00	3,941.12	0.00	0.00	3,941.12	
	111092	04/16/2009	0.00	904.32	0.00	0.00	904.32	
	111093	04/16/2009	0.00	51.78	0.00	0.00	51.78	
	111103	04/20/2009	0.00	1,868.80	0.00	0.00	1,868.80	
				0.00	32,636.26	0.00	0.00	32,636.26
	Joseph Webb Foods, Inc.	111028	03/31/2009	0.00	401.73	0.00	0.00	401.73
111051		04/06/2009	0.00	594.78	0.00	0.00	594.78	
111052		04/06/2009	0.00	566.10	0.00	0.00	566.10	
111053		04/06/2009	0.00	568.92	0.00	0.00	568.92	

\* Totals Are Rounded

## Fullerton School District

## Food Services

Page 3

Date 04/21/2009

Time 10:18

## PURCHASE ORDER SUMMARY

( 03/31/2009 - 04/20/2009 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Joseph Webb Foods, Inc.	111054	04/06/2009	0.00	1,002.68	0.00	0.00	1,002.68
	111055	04/07/2009	0.00	1,443.60	0.00	0.00	1,443.60
	111057	04/09/2009	0.00	996.25	0.00	0.00	996.25
			0.00	5,574.06	0.00	0.00	5,574.06
P & R	111027	03/31/2009	0.00	0.00	497.07	0.00	497.07
	111059	04/09/2009	0.00	0.00	123.91	0.00	123.91
	111102	04/20/2009	0.00	0.00	564.35	0.00	564.35
			0.00	0.00	1,185.33	0.00	1,185.33
State Board of Equaliz	111085	04/15/2009	0.00	0.00	0.00	538.57	538.57
			0.00	0.00	0.00	538.57	538.57
Supply Master	111023	03/31/2009	0.00	0.00	0.00	105.40	105.40
			0.00	0.00	0.00	105.40	105.40
Swift Produce	111019	03/31/2009	0.00	58.35	0.00	1,138.11	1,196.46
	111022	03/31/2009	0.00	194.50	0.00	467.68	662.18
	111032	04/01/2009	0.00	0.00	0.00	314.58	314.58
	111037	04/02/2009	0.00	0.00	0.00	175.55	175.55
	111038	04/03/2009	0.00	0.00	0.00	253.89	253.89
	111082	04/13/2009	0.00	0.00	0.00	144.47	144.47
	111083	04/13/2009	0.00	58.35	0.00	720.18	778.53
	111084	04/14/2009	0.00	0.00	0.00	380.27	380.27
	111087	04/15/2009	0.00	350.10	0.00	195.17	545.27
	111090	04/16/2009	0.00	0.00	0.00	362.27	362.27
	111096	04/17/2009	0.00	0.00	0.00	183.52	183.52
	111100	04/20/2009	0.00	58.35	0.00	473.58	531.93
			0.00	719.65	0.00	4,809.28	5,528.93
Tools for Schools	111021	03/31/2009	0.00	1,376.64	0.00	0.00	1,376.64
			0.00	1,376.64	0.00	0.00	1,376.64
Vaughan Safety, Inc.	111020	03/31/2009	0.00	0.00	125.40	12.47	137.87
			0.00	0.00	125.40	12.47	137.87
			0.00	67,009.33	1,310.73	318,796.38	387,116.44

\* Totals Are Rounded

## Fullerton School District

Date 04/21/2009

Food Services

Page 1

Time 10:11

## P U R C H A S E O R D E R R E P O R T

PO Type: All

Purchase Date

( 03/31/2009 - 04/20/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111019	03/31/2009	Swift Produce Produce rec'd 3/30/09. Inv#511972, 512121	1,196	379	90
111020	03/31/2009	Vaughan Safety, Inc. NO FRIDAY DELIVERY	138	0	99
111021	03/31/2009	Tools for Schools	1,377	0	90
111022	03/31/2009	Swift Produce Produce rec'd 3/31/09. Inv#512201, 512218	662	195	90
111023	03/31/2009	Supply Master Fax toner cartridges for Vicki	105	0	90
111024	03/31/2009	Gold Star Foods	892	0	99
111025	03/31/2009	A & R Distributors	1,114	0	99
111026	03/31/2009	ASR Food Distributors, Inc.	506	0	99
111027	03/31/2009	P & R	497	0	99
111028	03/31/2009	Joseph Webb Foods, Inc.	402	0	99
111029	03/31/2009	Gold Star Foods	108	0	90
111030	03/31/2009	Gold Star Foods	103	0	90
111031	03/31/2009	Gold Star Foods	103	0	90
111032	04/01/2009	Swift Produce Produce rec'd 4/1/09. Inv#512261	315	0	90
111033	04/01/2009	Coca Cola Co. Purchases for March, 2009	672	0	90
111034	04/01/2009	Coca Cola Co. Purchases for March, 2009	2,386	1,972	17
111035	04/01/2009	Coca Cola Co. Purchases for March, 2009	289	181	20
111036	04/01/2009	Coca Cola Co. Purchases for March, 2009	2,004	1,591	23
111037	04/02/2009	Swift Produce Produce rec'd 4/2/09. Inv#512358	176	0	90
111038	04/03/2009	Swift Produce Produce rec'd 4/3/09. Inv#512391	254	0	90
111039	04/06/2009	A & R Distributors	115	0	99
111040	04/06/2009	A & R Distributors	670	0	99
111041	04/06/2009	ASR Food Distributors, Inc.	1,137	0	99

Fullerton School District

Food Services

Date 04/21/2009  
Time 10:11

P U R C H A S E O R D E R R E P O R T  
PO Type: All  
Purchase Date  
( 03/31/2009 - 04/20/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111042	04/06/2009	ASR Food Distributors, Inc.	819	0	99
111043	04/06/2009	ASR Food Distributors, Inc.	1,694	0	99
111044	04/06/2009	ASR Food Distributors, Inc.	3,161	0	99
111045	04/06/2009	ASR Food Distributors, Inc.	6,724	0	99
111046	04/06/2009	Gold Star Foods	4,650	0	99
111047	04/06/2009	Gold Star Foods	8,759	0	99
111048	04/06/2009	Gold Star Foods	7,890	0	99
111049	04/06/2009	Gold Star Foods	3,366	0	99
111050	04/06/2009	Gold Star Foods	3,941	0	99
111051	04/06/2009	Joseph Webb Foods, Inc.	595	0	99
111052	04/06/2009	Joseph Webb Foods, Inc.	566	0	99
111053	04/06/2009	Joseph Webb Foods, Inc.	569	0	99
111054	04/06/2009	Joseph Webb Foods, Inc.	1,228	0	99
111055	04/07/2009	Joseph Webb Foods, Inc.	1,444	0	99
111056	04/07/2009	A & R Distributors	453	0	99
111057	04/09/2009	Joseph Webb Foods, Inc.	996	37	99
111058	04/09/2009	ASR Food Distributors, Inc.	2,280	0	99
111059	04/09/2009	P & R	124	0	99
111060	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	800	0	10
111061	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,260	0	11
111062	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	2,072	0	12
111063	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,052	0	13
111064	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,052	0	15

## Fullerton School District

Date 04/21/2009

Food Services

Page 3

Time 10:11

## PURCHASE ORDER REPORT

PO Type: All

Purchase Date

( 03/31/2009 - 04/20/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111065	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	986	0	16
111066	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	2,312	0	17
111067	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	813	0	18
111068	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	2,399	0	19
111069	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	4,062	0	20
111070	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	3,337	0	21
111071	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	3,315	0	22
111072	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,581	0	23
111073	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,939	0	24
111074	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	4,635	0	25
111075	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,023	0	26
111076	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,444	0	27
111077	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	3,931	0	28
111078	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	2,733	0	29
111079	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	1,861	0	30
111080	04/09/2009	Driftwood Dairy Dairy purchases for April, 2009	2,319	0	90
111081	04/13/2009	Commercial Door Co., Inc. Repair Electric Gate at the Nutrition Center	300	0	90
111082	04/13/2009	Swift Produce Produce rec'd 4/9/09. Inv#512578	144	0	90
111083	04/13/2009	Swift Produce Produce rec'd 4/13/09. Inv#512670, 512671	779	379	90
111084	04/14/2009	Swift Produce Produce rec'd 4/14/09. Inv#512776	380	0	90
111085	04/15/2009	State Board of Equaliz Sales Tax for Jan, Feb and March 2009	539	0	90
111086	04/15/2009	Fullerton School District Indirect Cost - District Office	50,000	0	90
111087	04/15/2009	Swift Produce Produce rec'd 4/15/09. Inv#512800, 512905	545	350	90

Date 04/21/2009  
Time 10:11

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 03/31/2009 - 04/20/2009 )

Page 4

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111088	04/15/2009	ASR Food Distributors, Inc. Inv#698922	74	0	90
111089	03/31/2009	Fullerton School District 8B & 9A Payroll and District Expenses	211,210	0	90
111090	04/16/2009	Swift Produce Produce rec'd 4/16/09. Inv#512963, 512959	362	39	90
111091	04/16/2009	ASR Food Distributors, Inc.	1,920	0	99
111092	04/16/2009	Gold Star Foods	904	0	99
111093	04/16/2009	Gold Star Foods	52	0	90
111094	03/31/2009	Fullerton School District PERS REDUCTION (8B)	4,278	0	90
111095	04/17/2009	Form Plastics Inv#IV-63236	1,692	0	90
111096	04/17/2009	Swift Produce Produce rec'd 4/17/09. Inv#513028	184	0	90
111097	04/20/2009	Fullerton Hardware Open P.O. for SY 2008-2009 from April 2009	0	136	90
111098	04/20/2009	ASR Food Distributors, Inc. Inv#698497	221	0	90
111099	04/20/2009	ASR Food Distributors, Inc. Inv#697343	962	0	90
111100	04/20/2009	Swift Produce Produce rec'd 4/20/09. Inv#513057, 513095	532	115	90
111101	04/20/2009	ASR Food Distributors, Inc. Inv#699800	98	0	90
111102	04/20/2009	P & R	564	0	99
111103	04/20/2009	Gold Star Foods	1,869	0	99
111104	04/20/2009	ASR Food Distributors, Inc.	90	0	99
111105	04/20/2009	A & R Distributors	240	0	99

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

**PREPARED BY:** Suwen Su, Director, Business Services

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 69193 THROUGH 69444 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$651,291.16

Background: Board approval is requested for warrants numbered 69193 through 69444 for the 2008/2009 school year. The total amount presented for approval is \$651,291.16.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

<b>Fund</b>	<b>Amount</b>
01 General Fund	\$605,188.57
12 Child Development	7,843.65
14 Deferred Maintenance	1,200.00
21 Building Fund	2,287.00
23 G.O. Bond 2002B	0.00
25 Capital Facilities	733.34
40 Special Reserve	0.00
68 Workers' Compensation	33,825.60
81 Property/Liability Insurance	213.00
Total	\$651,291.16

Rationale: Warrants are issued by school districts as payments for goods and services.

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 69193 through 69444 for the 2008/2009 school year. The total amount presented for approval is \$651,291.16.

GC:SS:sf

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Saldivar, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 6949 THROUGH 6974 FOR THE 2008/2009 SCHOOL YEAR TOTALING \$132,965.32

Background: Board approval is requested for Nutrition Services warrants numbered 6949 through 6974 for the 2008/2009 school year. The total amount presented for approval is \$132,965.32.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 6949 through 6974 for the 2008/2009 school year totaling \$132,965.32.

GC:LS:dlh

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **APPROVE EARLY INTERVENTION FOR SCHOOL SUCCESS GRANT APPLICATION FOR PRESCHOOL AND EARLY PRIMARY TEACHER TRAINING AT ORANGETHORPE SCHOOL FOR 2009/2010 AND 2010/2011**

Background: Early Intervention for School Success is a program sponsored by the Orange County Department of Education that provides two-year cycle grants for up to \$50,000. Grant funds are used for researched-based training for teachers on strategies to improve achievement for preschool through second grade students.

Rationale: The purpose of Early Intervention for School Success (EISS) is to help all children achieve academic and social success. This is a multi-faceted process that develops Professional Learning Communities to help teachers, administrators, support staff, and parents provide preschool through second grade students with appropriate differentiated learning experiences. EISS teams gain extensive knowledge of early childhood education and standards-based instruction in order to increase teaching effectiveness. Teachers and resource staff will build upon their knowledge and experience to assess, evaluate, and differentiate instruction, and collaborate to better meet the diverse needs of preschool through second grade students at Orangethorpe School.

Funding: Not applicable.

Recommendation: Approve Early Intervention for School Success grant application for preschool and early primary teacher training at Orangethorpe School for 2009/2010 and 2010/2011.

MD:MC:ln

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., Superintendent

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Jennifer Shepard, Director, Educational Services

**SUBJECT:** APPROVE THE 2009/2010 SITE USE AGREEMENT WITH THE GIRL SCOUT COUNCIL GREATER LOS ANGELES

Background: The Girl Scout Council Greater Los Angeles owns and maintains Skyland Ranch in the city of Banning. The site provides all necessary facilities for housing, dining and conducting instructional activities. It is requested that the Board of Trustees approve the Site Use Agreement for July 1, 2009 - June 30, 2010. The Skyland Ranch facility (Greater Los Angeles Girl Scout Council) was approved by Risk Management in January 2009, and is under the annual monitoring requirement during the 2009/2010 year.

The Site Use Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to provide an agreement for schools requesting facility use while conducting their own instructional activities.

Parks Junior High School submitted a Request for Overnight Field Trip form to participate in activities at Skyland Ranch in winter 2010. All requests and related documents are on file in the Educational Services office. Once the District has received approval to enter into the contract, other schools may submit requests for participation to this facility.

Rationale: Overnight field trip experiences to facilities, such as Skyland Ranch, offer integrated, educational experiences to benefit student learning. Classroom lessons will be conducted prior to the trip to prepare students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status. There is no cost to the District.

Recommendation: Approve the 2009/2010 Site Use Agreement with the Girl Scout Council Greater Los Angeles.

JM:JS  
Attachment

## SITE USE AGREEMENT

This AGREEMENT is entered into this **12th** day of **May**, 2009, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as "FSD", and the **Girl Scouts of Greater Los Angeles, 101 E. Wheeler Avenue, Arcadia, California 91006**, hereinafter referred to as "GSGLA".

1.0 Program and Site. FSD provides a junior high school leadership program which includes but is not limited to instructional services and activities, hereinafter referred to as "Program", for students of FSD. FSD requires a camp facility to conduct the Program and has determined that a site owned by GSGLA meets the needs of FSD. GSGLA agrees to make available to FSD a site, hereinafter referred to as "SITE", for FSD students participating in the Program. The description of the Program and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **July 1, 2009** and ending **June 30, 2010**.

### 3.0 GSGLA Responsibilities.

- 3.1 GSGLA shall provide the SITE, all related facilities including the kitchen, lodging, and maintenance services for FSD students and employees participating in the Program.
- 3.2 GSGLA shall furnish to FSD all written policies, procedures, rules, regulations and forms required for use of the SITE, which are attached hereto as Exhibit B and incorporated herein by reference.
- 3.3 GSGLA shall furnish sufficient number of qualified staff to operate and maintain the SITE and all related facilities.

### 4.0 FSD Responsibilities.

- 4.1 The authority and responsibility with respect to the Program shall rest with FSD.
- 4.2 FSD shall abide by the GSGLA written policies, procedures, rules and regulations required for use of the SITE.
- 4.3 FSD shall ensure each student furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.

- 4.4 FSD shall provide one FSD certificated employee to accompany every six (6) students.
- 4.5 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.6 FSD shall ensure that the FSD certificated employee remains with his/her students during use of the SITE.
- 4.7 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.
- 4.8 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 4.9 FSD shall be responsible for providing all food services for the Program.

5.0 Fees.

- 5.1 FSD agrees to pay a fee to the GSGLA for usage of the SITE based on a Fee Schedule. The Fee Schedule is attached hereto as Exhibit C and incorporated herein by reference. In no instance shall the FSD pay a fee that exceeds the Fee Schedule referenced in Exhibit C.
- 5.2 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to GSGLA within thirty (30) days of postmark on invoice from GSGLA.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the GSGLA SITE. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of GSGLA's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

- 8.1 GSGLA shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any

nature whatsoever, which may be incurred as a result of any negligent act or omission of the GSGLA, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the GSGLA, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 GSGLA agrees to maintain Comprehensive General Liability Insurance, including bodily injury, property damage, premises-operations, products-completed operations and personal injury, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 GSGLA must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of use of the SITE. FSD shall not use the SITE until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. GSGLA's insurance must be with a California admitted insurance company.

9.3 GSGLA shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that GSGLA is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the SITE.

11.1 GSGLA reserves the right to change or cancel the SITE due to threat of fire, flood, severe weather conditions or other natural disturbance; or to repair grounds or facilities, or other condition(s) which would make the use of the SITE unsafe or unhealthy. GSGLA will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the use of the SITE.

11.2 If FSD must cancel all or a portion of FSD's use of the SITE due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and GSGLA shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD may, at any time, terminate this AGREEMENT by providing GSGLA written notice specifying the desired date of termination. FSD agrees to deposit \$500.00 with GSGLA to guarantee that the Program and SITE are available as agreed to in this AGREEMENT. This deposit is fully refundable if written notice of cancellation by FSD to GSGLA is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the SITE. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to GSGLA. The \$500.00 deposit is due to GSGLA on the effective date of this AGREEMENT. Upon written notice of cancellation by FSD to GSGLA, GSGLA shall have the right to offer the Program and the SITE to a third party.

13.0 Independent Contractor. GSGLA, in the performance of this AGREEMENT, shall be and act as an independent contractor. GSGLA understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. GSGLA assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. GSGLA shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GSGLA's employees.

14.0 Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

FSD: Fullerton School District  
1401 West Valencia Drive  
Fullerton, California 92833  
Attn: Educational Services

GSGLA: Girl Scouts of Greater Los Angeles  
2525 Ocean Park Blvd.  
Santa Monica, CA 90405  
Attn: David Corey

15.0 Non Waiver. The failure of FSD or GSGLA to seek redress for, violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the GSGLA pursuant to this AGREEMENT shall not be assigned by the GSGLA.

18.0 Applicable Law. FSD and GSGLA agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the GSGLA and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the GSGLA. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

Fullerton School District

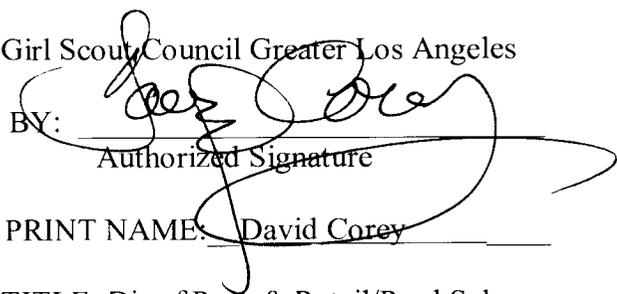
BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Girl Scout Council Greater Los Angeles

BY:   
Authorized Signature

PRINT NAME: David Corey

TITLE: Dir of Prop & Retail/Prod Sales

DATE: April 15, 2009

EXHIBIT A  
DESCRIPTION OF THE PROGRAM AND SITE

# SKYLAND RANCH INFORMATION

19750 Hwy 243, Banning, CA. 92220

Ranger (951) 849-2382 Duncan Lodge kitchen (951) 849-3068 Fax (951) 849-2382

## GENERAL INFORMATION

Skyland Ranch is at 5,400 feet in the San Jacinto Mountains between Banning and Idyllwild. Among the 195 acres of beautiful pine and oak forests, chaparrals and apple orchards are varieties of wildlife, birds and seasonal wildflowers. Weather can range from warm and sunny to cool evenings and nights. Skyland Ranch occasionally has snow as early as November and as late as March. Call Caltrans Highway Information Network (800) 427-7623 or (916) 445-7623 for current chain requirements and road conditions.

## ACCOMMODATIONS

### Duncan Lodge:

- Large kitchen with stoves, ovens, refrigerator, sinks.
- Dishes, flatware, pots and pans are available (bring your own cups for drinking).
- Dining hall with tables and benches to seat 75 plus.
- Dining hall has a fireplace & a wood burning stove for heat.
- Detached piney.

### Sleeping Accommodations:

There are **3 separate cabins** in the Duncan Lodge area, each has built-in bunks with mattresses. Each cabin has wood-burning stoves for heat, wood and fire starters.

- Infirmary sleeps **13 people** in three separate rooms, indoor toilet and shower.
- Willowdale sleeps **12 people** in two separate rooms, shower and toilet are all Handicap accessible.
- Fairfield sleeps **12 people** in one large room. No indoor plumbing.

### Wishhaven Lodge:

- Large kitchen with stoves, ovens, refrigerator, sinks.
- Dishes, flatware, pots and pans are available (bring your own cups for drinking).
- Dining hall with tables and folding chairs to seat 40 plus.
- Dining hall has a fireplace & a wood burning stove for heat.
- Detached bathroom with flush toilets & showers. ADA standards.

### Sleeping Accommodations:

There are **5 separate cabins** in the Wishhaven Lodge area, each has built-in bunks with mattresses. Each cabin has a wood burning stove for heat wood and fire starters.

- Each Cabin sleeps **8 people** in one room. **(NO INDOOR PLUMBING)**.
- Detached bathroom with flush toilets & showers. ADA standards.

## Circle Ho

Circle Ho is an outdoor-open air camping unit. There are 7 shelters with floor, roof and 3 walls. 6 outdoor sleeping shelters with cots, each sleeps 4 people. **Top bunk is for belongings only. Persons are not allowed on top bunk for any reason.** Separate dining /craft shelter. Separate piney with 3 toilets and 3 showers. Fire ring and running water. Bring own cooking equipment.

## ARCHERY

Archery is available for girls and adults at Skyland Ranch. The cost is \$5.00 per person and includes a safety demonstration and one hour of participation. **All Archery Reservations must be made through the council office, at least 2 weeks before arrival at Skyland.** Each participant must complete an **Archery Safety Class Registration** form; minors under 18, must have parental/guardian signatures on forms. Archery Registration forms can be found on our website [www.gscglb.org](http://www.gscglb.org) or at the council office.

## ADDITIONAL ITEMS TO BRING

- Paper products – toilet paper, paper towels and napkins are NOT provided
- Cups for drinking – some mugs are provided
- Items for cleaning – dish scrub brushes and dish soap, general purpose cleaner for counters/tables
- Well stocked First Aide kit

## ARRIVAL AT CAMP

### **CHECK-IN 1:00 P.M.**

- Troops must check in with Camp Ranger upon arrival.
- Cars must park in parking lot at main gate, facing out.
- If your troop is staying at Wishhaven you may park in the lot at Wishhaven, facing out

## DEPARTURE

### **CHECK-OUT 12:00 P.M.**

- The camp ranger must inspect your cabins, lodge etc, and sign the Skyland Ranch use report before you leave.
- Please refer to the **Skyland Ranch Site Use Report**, for cleaning responsibilities.

## COOKING AT SKYLAND

- Stoves require at least 1 hour to preheat prior to cooking. Boiling water at 5,400 feet takes a long time.

## TELEPHONE

- Telephone is located in the Duncan Lodge kitchen & in Wishhaven Lodge, (951) 849-3068.
- The phone is for emergency use only. Emergency numbers are posted.
- Any non emergency calls, you must reverse the charges (collect call) or you will be subject to additional charges.
- Cell phone service is limited.

## HOSPITAL

- Nearest hospital is in Banning, 16 miles from camp.
- San Gorgonio Pass Hospital is located at 600 North Highland Springs.  
Take freeway west (as though going to Long Beach); get off at Highland Springs off-ramp.  
Go north (right) on Highland Springs past first signal, one -half to one mile from the freeway.  
Hospital is on the right hand side of the road.

## FIRE SAFETY

- Smoking is permitted in designated areas, outside Lodges at Duncan and Wishhaven and should be avoided around girls( refer to council policies).
- Do not burn pinecones or any other material not provided by camp ranger.
- Locate fire extinguishers and read directions.
- **Do not build an outside fire without permission and supervision of the Ranger**

## CONSERVATION

- Please use the outside piney's during the day, conserve water whenever possible.
- Remember to turn off lights when they are not being used.

## SECURITY PLAN FOR SKYLAND RANCH

- Upon arrival everyone must attend an orientation given by the camp ranger.
- Keep gates closed.
- Park and lock all cars in the designated areas facing outward
- Children must be supervised at all times.

## EMERGENCY NUMBERS - DIAL 911 FOR EMERGENCY

<b>FIRE DEPARTMENT</b>	<b>(909) 922-3210 RIVERSIDE CO 3900 W. WILSON, BANNING</b>
<b>HOSPITAL</b>	<b>(909) 845-1121 SAN GORGONIO PASS MEMORIAL, 600 N. HIGHLAND SPRINGS, BANNING.</b>
<b>SHERIFF DEPARTMENT</b>	<b>(909) 922-3170 125 E. RAMSEY, BANNING</b>
<b>POISON CONTROL</b>	<b>(800) 972-3323</b>
<b>US FOREST SERVICE</b>	<b>(909) 382-2921</b>
<b>COUNCIL EMERGENCY</b>	<b>(562) 421-8456 EXT. 500</b>

GIRL SCOUT COUNCIL OF GREATER LONG BEACH  
DIRECTIONS TO SKYLAND RANCH

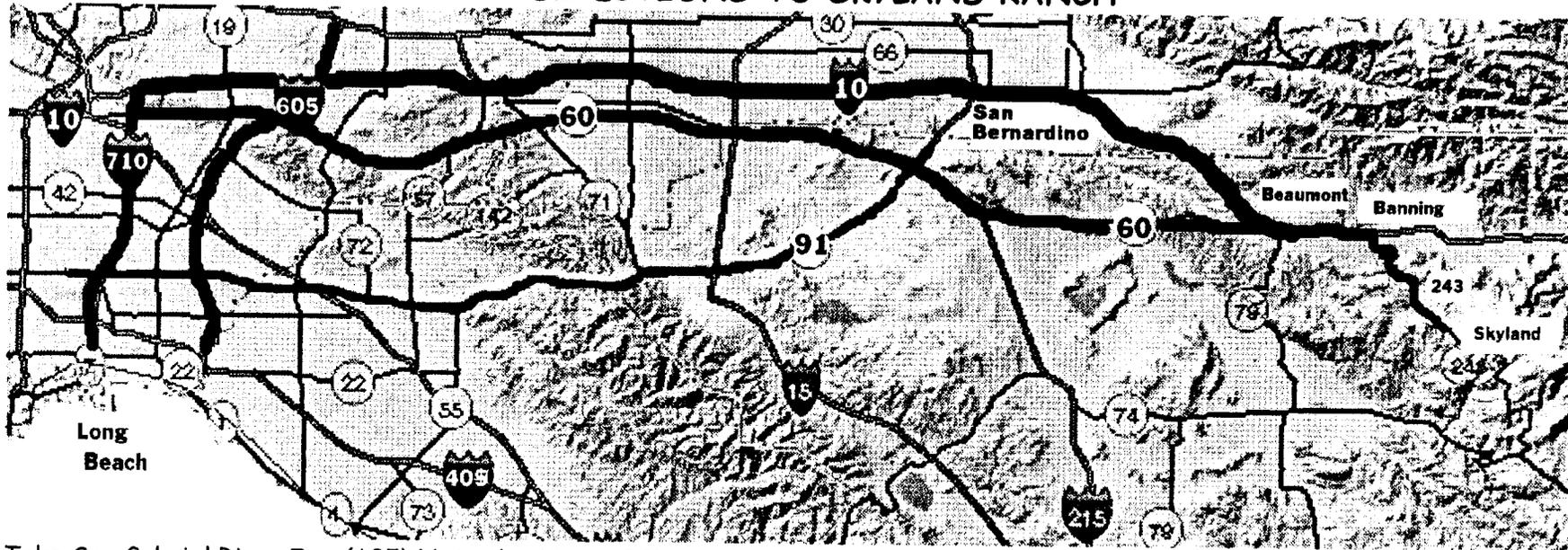


EXHIBIT "A" – Description of Program at the SITE

Take San Gabriel River Fwy (605) N. to the 10 or 60 East towards Indio. (The 91 will work, but is usually a poor choice on Friday afternoon - that's why it's thinner on the map!) The 10 and 60 merge in Beaumont. Exit at 8th Street in Banning.

Turn right at the end of the off ramp. Go to the first stop sign (Lincoln) and turn left. Go to the first stop sign (San Gorgonio Street) and turn right. Take Hwy 243 towards Idyllwild.

Skyland Ranch is approximately  $12\frac{1}{2}$  miles up Hwy 243 from the base of the mountain. Look for the Vista Grande Ranger Station on the right side of the road, then you will pass a call box on the right hand side of the road. It is your signal to watch closely for the Skyland Ranch sign on the left side of the road. The camp entrance is on the left in front of the camp sign.

Skyland Ranch occasionally has snow as early as November and as late as April. Chains may be required. Be prepared.

If there is no traffic, the trip will take approximately two hours. Plan on additional driving time if you do not leave the Long Beach area by noon on Friday.

**NOTE:** Troops must check in with the Camp Ranger upon arrival. Vehicles are to be parked facing outward in the parking area near the main gate, or in the parking area (near the Lodge) at Wishhaven if you are staying there.

EXHIBIT B

GSGLA POLICIES, PROCEDURES,  
RULES, REGULATIONS AND FORMS

## CAMP RULES AND COUNCIL POLICIES

### PLEASE DISCUSS THE FOLLOWING RULES BEFORE YOUR TRIP TO SKYLAND RANCH

- **ABSOLUTELY, NO FOOD IS ALLOWED IN THE CABINS.** Food and trash left under the mattresses attract bugs, ants, and rodents. The rodents attract snakes. SO, help keep the cabins clean.
- Please discuss Emergency Procedure with entire group after arriving. Skyland Emergency Procedure is posted in the kitchen.
- Stay on the trails, no running through the brush or in the buildings.
- Be alert for snakes. If you do see a snake stay, calm. Quietly walk away from the snake. Report the sighting to the RANGER.
- Use the buddy system.
- No graffiti. It costs money to repair woodwork, replace mattresses and paint over graffiti.
- Leave No Trace. Take nothing but pictures, leave nothing but footprints
- Don't kick on the cabin doors, knocking works better.
- Be sure your fires are dead out. Know the procedures for a emergency drill and practice them at camp.
- Keep vehicles in the parking lot, facing outward.
- The road is one-way. Please follow the signs.
- Smoke only in designated areas (the Wishhaven back portch) for health & safety, it should be avoided around girls (safety-wise page 9).
- Drugs and alcohol are prohibited at camp.
- No pets are allowed at camp.
- No fire arms.



Girl Scouts.

## Skyland – Personal Equipment

Girl Scout Council of Greater Long Beach  
4040 Bellflower Boulevard  
Long Beach, CA 90808  
(562) 421-8456 Fax (562) 429-2751

- ◆ Girls and adults should wear play cloths!! You **will** get dirty!!
- ◆ All items should be clearly marked with your name!!!
- ◆ Mountain weather is unpredictable so be prepared to dress in layered clothing which can be removed or put on one piece at a time, if needed.
- ◆ Shoes with closed toes, closed heeled are required **at all times** at Skyland ranch.

- \_\_\_ **Adult Emergency Authorization form (one per adult)**
- \_\_\_ **Archery Safety Class Registration form (one per participant, if participating)**
- \_\_\_ **Permission Slips and Medical Release forms (one of each per girl)**
- \_\_\_ Warm sleeping bag, extra blanket
- \_\_\_ Pillow, if desired
- \_\_\_ Long pants (long pants is suggested when hiking)
- \_\_\_ Shorts
- \_\_\_ Shirts
- \_\_\_ Warm jacket
- \_\_\_ Sweater or sweatshirt
- \_\_\_ Sweats or PJ's for sleeping
- \_\_\_ Underwear
- \_\_\_ Socks (several sets)
- \_\_\_ Sturdy shoes
- \_\_\_ Extra shoes
- \_\_\_ Warm hat and gloves for evening
- \_\_\_ Wash cloth and towel
- \_\_\_ Soap in a container
- \_\_\_ Sun screen, lip balm
- \_\_\_ Toothbrush, toothpaste, comb, brush, deodorant, other personal needs
- \_\_\_ Plastic bag for dirty clothes
- \_\_\_ Rain gear, if needed
- \_\_\_ **Water bottle** to refill with Skyland mountain spring water
- \_\_\_ Coffee cup with name indicated
- \_\_\_ **Flashlight/batteries**
- \_\_\_ Small day pack or fanny pack
- \_\_\_

### **Do not bring:**

- Anything of value
- Money – there is nothing to buy at Skyland Ranch
- Radios, I Pods, electronic games
- Anything of emotional value

EXHIBIT C  
FEE SCHEDULE

# PROPERTY RESERVATIONS

In an effort to make our properties readily available for Girl Scout activities we have set the following Property Reservation Schedule.

## PROPERTY RESERVATION SCHEDULE

Property Reservation Schedule  
Effective January 1, 2006

Service Units for Service Unit Events and Activities  
No earlier than 5 months prior to date of reservation

Girl Scout Council of Greater Long Beach Troops  
for Girl Scout Activities  
No earlier than 4 months prior to date of reservation

Non-GSCGLB Girl Scout Troops and/or  
GSCGLB Members – who reserve the property for  
Non-Girl Scout Activities  
No earlier than 2 months prior to date of reservation

All other Groups— Including Non-Profit and For Profit  
No earlier than 2 months prior to date of reservation

**COUNCIL RESERVES THE RIGHT TO REFUSE OR  
RESCHEDULE ANY PROPERTY RESERVATION,  
IF NECESSARY**

### Insurance

For non-Girl Scout activities, whether members, non-profits or corporate you must provide us with proof of insurance in the amount no less than \$1 million and naming GSCGLB as additional insured.

*Exhibit C*

# DEPOSIT INFORMATION

## DEPOSIT FEES

Deposits are required for use of GSCGLB Property for each use

Girl Scout Council of Greater Long Beach Troops and Service Units for Girl Scout Activities: \$25

Non-GSCGLB Girl Scout Troops: \$50

Outside Groups Including Non-Profits and GSCGLB Members for Non-Girl Scout Activities: \$250

For Profit Groups: \$250

## DEPOSIT INFORMATION

Deposit must be made before reservations are confirmed.

Deposit refunds are at the discretion of the council.

Requirements for deposit reimbursement:

- ~~Key is returned with in 24 hours.~~
- Evaluation is turned in within 2 days.
- Facility is properly cleaned and there is no damage.

Troops and Service Units may request your deposit be refunded after each use or leave it with council to be used for next property use.

If damage or cleaning fee is higher than deposit you will be issued a bill for the amount not covered.

You may become ineligible to rent property for not complying with any requirements or misuse of properties.

## SKYLAND RANCH

19750 Hwy 243/Banning, CA. 92220

Skyland Ranch is at 5400 feet in the San Jacinto Mountains between Banning and Idyllwild. Among the 195 acres of beautiful pine and oak forests, chaparrals and apple orchards, are varieties of wildlife, birds, and seasonal wildflowers. Weather can range from warm and sunny days to cool and crisp evenings and nights, but no matter what the weather, it is always a beautiful place to visit. Skyland Ranch occasionally has snow as early as November and as late as March. Skyland Ranch is available to all troops for day and overnight use. Overnight camping allows troops to explore the outdoors, participate in archery and hiking activities while sleeping in cabins or under the stars!

### DUNCAN LODGE:

Large kitchen with stoves, ovens, refrigerator, and sinks  
Dishes, flatware, pots/pans are available; please bring drinking cups.  
Dining hall with tables and benches to seat 75+  
Dining hall has a fireplace and a wood-burning stove for heat  
Small bathroom with toilet and sink only  
Detached piney and shower house.

### Sleeping Accommodations:

There are 3 separate cabins within Duncan Lodge area.  
Each cabin has a wood-burning stove for heat.  
Each cabin has built-in bunks with mattresses.

- *Infirmiry* sleeps 13 people in three separate rooms, indoor toilet and shower
- *Willowdale* sleeps 12 people in two separate rooms, shower, toilet, handicap accessible.
- *Fairfield* sleeps 12 people in one large room; No indoor plumbing.

### WISHHAVEN LODGE:

Large kitchen with stoves, ovens, refrigerator, and sinks  
Dishes, flatware, and a limited amount of pots and pans are available.  
Please bring your own drinking cups.  
Dining hall with tables and folding chairs to seat 40+  
Dining hall has a fireplace and a wood-burning stove for heat  
Detached bathroom with flush toilets and shower

### Sleeping Accommodations:

There are 5 separate cabins in Wishhaven Lodge area.  
Each cabin has a wood-burning stove for heat.  
Each cabin has built-in bunks with mattresses.  
Each cabin sleeps 8 people in one room. No indoor plumbing in cabins.  
Detached bathroom with flush toilets and shower.

## SKYLAND RANCH

### DAY USE FEES

FOR DUNCAN LODGE (DINING HALL, KITCHEN, 3 CABINS):

GSCGLB Troops and Service Units for Girl Scout Activities:

\$25 - Up to 8 hours

Other Girl Scout Councils: \$50 - Up to 8 hours

Outside Groups: \$150 for entire property - Up to 8 hours

(outside groups includes nonprofit & non Girl Scout activity)

For Profit Groups: \$300 for entire property - Up to 8 hours

FOR WISHHAVEN (DINING HALL, KITCHEN, 5 CABINS, PINEY):

GSCGLB Troops and Service Units for Girl Scout Activities:

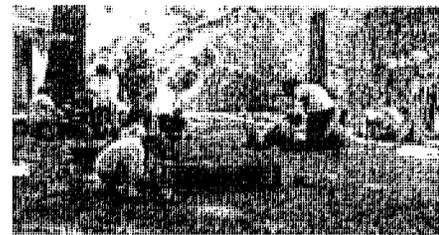
\$25 - Up to 8 hours

Other Girl Scout Councils: \$50 - Up to 8 hours

Outside Groups: *Not available separately - See Duncan Lodge*

(outside groups includes nonprofit & non GS activity)

For Profit Groups: *Not available separately - See Duncan Lodge*



### OVERNIGHT USE FEES

FOR DUNCAN LODGE (DINING HALL, KITCHEN, 3 CABINS):

GSCGLB Troops and Service Units for Girl Scout Activities:

\$75 for the first night, \$40 for each additional night

Other Girl Scout Councils: \$100 for the first night,

\$50 for each additional night

Outside Groups: \$300 for the first night,

\$150 for each additional night - *for entire property*

(outside group includes nonprofit & non GS activity)

For Profit Groups: N/A

FOR WISHHAVEN (DINING HALL, KITCHEN, 5 CABINS, PINEY):

GSCGLB Troops and Service Units for Girl Scout Activities:

\$75 for the first night, \$40 for each additional night

Other Girl Scout Councils: \$100 for the first night,

\$50 for each additional night

Outside Groups: *Not available separately - See Duncan Lodge*

(outside group includes nonprofit & non GS activity)

*Exhibit C*

# SKYLAND RANCH

## CIRCLE HO:

Circle Ho is an outdoor, open-air camping unit. There are 7 outdoor shelters with floor, roof, and 3 walls.

- 6 outdoor sleeping shelters with bunk beds for 4 campers each
- Adult shelter with private dressing area
- Separate dining/craft shelter
- Separate piney with 3 toilets and 3 showers
- Fire ring and running water
- Limited cooking equipment is available in the unit
- Circle Ho is a favorite hangout for deer
- A great place to stargaze!

### Sleeping Accommodations:

- 6 outdoor sleeping shelters
- Each shelter has bunk beds and mattresses for 4 campers

### DAY USE FEES

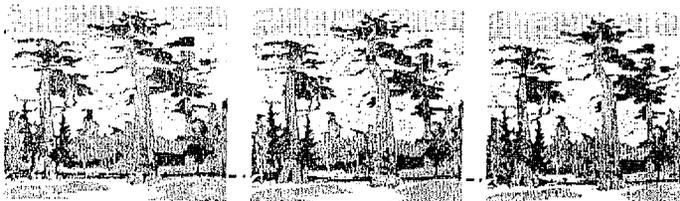
#### DAY USE FEES FOR CIRCLE HO (7 SHELTERS):

- GSCGLB Troops and Service Units for Girl Scout Activities:  
\$10 - Up to 8 hours
- Other Girl Scout Councils: \$20 - Up to 8 hours
- Outside Groups: *Not available separately. See Duncan Lodge*  
(outside groups includes nonprofit & non GS activity)
- For Profit Groups: Included

### OVERNIGHT USE FEES

#### OVERNIGHT USE FEES FOR CIRCLE HO (7 SHELTERS):

- GSCGLB Troops and Service Units for Girl Scout Activities:  
\$30 for the first night, \$15 for each additional night
- Other Girl Scout Councils:  
\$60 for the first night, \$30 for each additional night
- Outside Groups: *Not available separately. See Duncan Lodge*  
(outside group includes nonprofit & non GS activity)
- For Profit Groups: *Not available separately. See Duncan Lodge*



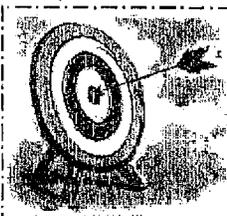
# SKYLAND RANCH

## ARCHERY

### BOWS & ARROWS

Girls may participate in Archery on our new SKYLAND ARCHERY RANGE!

The cost is only \$5 per person. Cost includes safety demonstration plus one hour of participation. You must make reservations at least one week prior to arrival.



*Have signed parental agreements*

### SKYLAND RANCH MENTORING GROUP

If you are new to Girl Scouting or have resisted taking your girls to Skyland because you didn't know much about it or were unsure of what to do once you arrived...

#### *HELP IS ON THE WAY!*

Our council is fortunate to have several widely-experienced adult Girl Scouts who are happy to assist you. Although qualified, these folks WILL NOT take the place of your troop's official "Troop Camper" or "First Aider". They WILL, however, assist you and offer special programs to you and your girls either in town before you head up the mountain or perhaps be with you during your time at Skyland...maybe even both!

Each mentor is a registered Girl Scout, has a background check on file, and has completed many courses of advanced outdoor training. It will be up to you to make your own arrangements. The following is a short list of what mentors might be able to do with you and your girls:

*Outdoor Cooking, Specialized Nature Crafts, Folk Dancing, History & Traditions of Skyland, Songs, Specialized Camp Skills, Badge Work,*

If you are interested in this wonderful opportunity to enhance your Skyland experience, please contact Vickie at 562.421.8456, ext. 210.

*If you are interested in becoming a Skyland Ranch Mentor contact Vickie at the above number.*

*Exhibit C*

**GIRL SCOUT COUNCIL GREATER LONG BEACH  
SKYLAND RANCH SITE USE REPORT**

\$15.00 of the annual deposit will be forfeited if the site use report is not completely filled out and turned in with the keys within 72 hours, or 3 days, of site use.

Troop # \_\_\_\_\_ Date used \_\_\_\_\_ Girls attended \_\_\_\_\_ Adults attended \_\_\_\_\_

Leader's Name \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_ Duncan Lodge    \_\_\_ Fairfield cabin    \_\_\_ Willowdale cabin    \_\_\_ Infirmary  
\_\_\_ Wishhaven Lodge: \_\_\_ Cabin 1    \_\_\_ Cabin 2    \_\_\_ Cabin 3    \_\_\_ Cabin 4    \_\_\_ Cabin 5  
\_\_\_ Circle Ho

**Checklist upon arrival:**

- \_\_\_ Read emergency procedures for Skyland Ranch
- \_\_\_ Locate and check telephone and fire extinguisher
- \_\_\_ Check site for safety and security
- \_\_\_ Eliminate potential hazards or designate the area off limits
- \_\_\_ Review general safety guidelines and emergency procedures (per SafetyWise)
- \_\_\_ Report any hazards or missing/broken equipment to camp ranger and council office

**Checklist for closing camp:**

*Duncan and Wishhaven Lodges*

- \_\_\_ Empty and clean refrigerator
- \_\_\_ Clean stoves, sinks, and counters
- \_\_\_ Clean tables and benches
- \_\_\_ Empty trash cans, dumpster is located near Duncan Piney
- \_\_\_ Sweep floors and mop up spills in the lodge
- \_\_\_ Sweep and mop the kitchen, Mops are provided with cleaning solutions, just ask Ranger (we can't leave them out where children are.)
- \_\_\_ Make sure fire is out: Let fire die down, DO NOT USE WATER; leave ashes in wood stove
- \_\_\_ Pick-up trash outside of lodge

*Sleeping Cabins*

- \_\_\_ Empty trash cans, dumpster is located near Duncan Piney
- \_\_\_ Sweep floors
- \_\_\_ Lean mattresses on side and pick up all trash
- \_\_\_ Make sure fire is out: Let fire die down, DO NOT USE WATER; leave ashes in wood stove
- \_\_\_ Pick-up trash outside of cabins

*Bathrooms*

- \_\_\_ Clean sinks, showers, and toilets-- please DO NOT use disinfectant in the toilet
- \_\_\_ Empty trash cans, dumpster is located near Duncan Piney
- \_\_\_ Pick-up trash outside of bathrooms

*General*

- \_\_\_ Check area around buildings for litter, dispose in trash bins
- \_\_\_ Be sure all tools are put away
- \_\_\_ Make sure fire is out: Let fire die down, DO NOT USE WATER

*Exhibit C*

Check List for closing Circle-Ho

- \_\_\_ Hose down piney
- \_\_\_ Sweep shelter
- \_\_\_ Take all left over food with you when you leave
- \_\_\_ Make sure fire is dead out: let fire die down, **DO NOT USE WATER**
- \_\_\_ Check area around building for litter, dispose in trash bins
- \_\_\_ Clean showers
- \_\_\_ Remove all toilet paper
- \_\_\_ Make sure all equipment is put away in the proper place

Comments/Suggestions:

Our troop has completed all duties on the site checklist:

Leader's Signature \_\_\_\_\_ Date \_\_\_\_\_

Camp Ranger's Signature \_\_\_\_\_ Date \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Lynette C", is written over the signature line for the Camp Ranger.

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Mathew Barnett, Principal, Nicolas Junior High School

**SUBJECT:** APPROVE CONSULTANT AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) TO PROVIDE PARENTING CLASSES AND PARENT ACADEMIC SUPPORT TRAINING AT NICOLAS JUNIOR HIGH SCHOOL FOR THE 2009/2010 SCHOOL YEAR

Background: Nicolas Junior High School is committed to improving student achievement by increasing the capacity of junior high school parents to support their students in mastering grade level content standards.

Rationale: The PIQE organization will provide training to enable parents to support their students' academic success. In the middle grades curriculum, parents are instructed in methods for supporting their students' learning, connecting academic success with positive self esteem, and overcoming obstacles to student success. The training sessions take place once a week over a nine-week period, which includes PIQE speakers and materials.

Funding: Cost is not to exceed \$10,000.00 at \$80.00 per graduating parent for a maximum of 125 parent participants to be paid from Nicolas Economic Impact Aid (EIA) fund (#302).

Recommendation: Approve Consultant Agreement with Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide parenting classes and parent academic support training at Nicolas Junior High School for the 2009/2010 school year.

JM:MB:nm  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Parent Institute for Quality Education (PIQE), 902 N. Grand Ave. Ste. 200, Santa Ana, CA, 92701, (714) 540-9920,** hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

**The PIQE organization will provide parent training to enable them to support their students' academic success. In the middle grades curriculum, parents are instructed in methods for supporting their students' academic achievement, connecting academic success with positive self-esteem, and overcoming obstacles to student success. The training sessions are 1-1/2 hours and take place once a week over a nine-week period, which include speakers and materials. Cost is \$80.00 per graduating parent for a maximum total of 125 participants.**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 11, 2009 through December 8, 2009.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **ten thousand Dollars (\$10,000)**. CONSULTANT shall submit a detailed invoice to the

DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **N/A**.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT and/or CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **N/A**. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all materials, technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for

such services.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

11. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

12. Compliance With Applicable Laws. The services to be provided herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

13. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are

required by law in connection with the furnishing of services pursuant to this AGREEMENT.

14. Employment With Another Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

15. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

16. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

17. Non-Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

**DISTRICT:**

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
714-447-7400

**CONTRACTOR:**

**Parent Institute for Quality Education**  
**902 N. Grand Ave.**  
**Santa Ana, CA, 92701**  
**(714) 540-9920**

19. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

22. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY of May 2009

Fullerton School District  
(Name of District)

**Parent Institute for Quality Education**  
**(PIQE)**  
(Consultant Name)

By:  
  
\_\_\_\_\_  
Signature

By:  
  
\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Alfredo Moreno**  
Typed Name

Superintendent  
Title

**Associate Director**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Jennifer Shepard, Director, Educational Services  
**SUBJECT:** **APPROVE THE 2008/2009 OVERNIGHT FIELD TRIP FOR MAPLE SCHOOL TEACHERS AND STUDENTS TO ATTEND THE SALLY RIDE SCIENCE NATIONAL TOY CHALLENGE TEAM COMPETITION IN WASHINGTON, D.C.**

Background: Maple School has submitted a Request for Overnight Field Trip form requesting permission for two 5<sup>th</sup> grade students on an overnight field trip to Washington, D.C. to compete in the National Toy Challenge sponsored by the Sally Ride Foundation on May 15-19, 2009. Copies of the field trip request, travel itinerary, health forms and permission slips are on file in the Educational Services office.

Participating students have been mentored for the past six months under the guidance of Dr. Carmen Zuniga-Dunlap, Associate Dean of Education at California State University, Fullerton in preparation for this event.

The participating teachers are Devi Lam and Stephanie Williams. The staff to student ratio will be 1:1.

The trip and itinerary have been reviewed and approved by Risk Management and ASCIP for the 2008/2009 school year. Copies of the 2009 Sally Ride Science National Toy Challenge Manual and all related documents are also on file in the Educational Services Office.

Rationale: The Sally Ride Science National Toy Challenge trip to Washington, D.C. will provide educational opportunities to increase verbal, reading, mathematics and problem solving skills by exposing students to new engineering and problem solving challenges.

Funding: The cost for per student will be covered by fundraising activities so that students may attend regardless of economic status. All other trip expenses will be covered by fundraising activities. There is no cost to the District.

Recommendation: Approve the 2008/2009 overnight field trip for Maple School teachers and students to attend the Sally Ride Science National Toy Challenge Team Competition in Washington, D.C.

JM:JS:nm

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Jennifer Shepard, Director, Educational Services  
**SUBJECT:** APPROVE THE 2008/2009 OVERNIGHT FIELD TRIP FOR LADERA VISTA JUNIOR HIGH TEACHER AND STUDENT TO ATTEND THE NATIONAL GEOGRAPHIC BEE IN WASHINGTON, D.C.

Background: Ladera Vista Junior High School has submitted a Request for Overnight Field Trip form requesting permission to take one 7<sup>th</sup> grade student on an overnight field trip to Washington, D.C. to compete in the National Geographic Bee on May 18-May 21, 2009. Copies of the field trip request, travel itinerary, required permission slip and health form are on file in the Educational Services office.

The participating student has been preparing for many months with the support of Ladera Vista Junior High School teacher, Lynda Hodges. The student was the California State Geography Bee winner.

The participating teacher is Lynda Hodges. The staff to student ratio will be 1:1.

The trip and itinerary have been reviewed and approved by Risk Management and ASCIP for the 2008-2009 school year. Copies of the 2009 National Geographic Bee manual and related documents are also on file in the Educational Services Office.

Rationale: The National Geographic Bee trip to Washington, D.C. will provide educational opportunities to increase geographic knowledge and verbal skills by exposing the student to rigorous competition in geography.

Funding: The cost for the participating student and teacher are paid by the National Geographic Bee. There is no cost to the District.

Recommendation: Approve the 2008/2009 Overnight Field Trip for Ladera Vista Junior High Teacher and Student to attend the National Geographic Bee in Washington, D.C.

JM:JS:nm

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Ted Lai, Director, Technology and Media Services

**SUBJECT:** APPROVE/RATIFY FORMAT OF SCHOOL ACCOUNTABILITY REPORT CARD FOR GRADE LEVELS K-6, K-8, AND 7-8

Background: The School Accountability Report Card (SARC) is a document prepared annually for each school in the District pursuant to California Education Code 33126. The main objective of the SARC is to provide information to the community, allowing the public to evaluate and compare schools for student achievement, environment, resources and demographics.

California Education Code Section 35256 requires that the Governing Board compare the content of the District's SARC to the model SARC adopted by the State Board of Education. The 2007/2008 SARC model was released to each school district in the form of a template that can be downloaded and used to create SARCs. The Fullerton School District uses the State template to create SARCs for all schools within the District.

There are specific templates for schools that serve students in K-6, K-8, and 7-8. The sections of each SARC remain the same when publishing, but the data is unique for each school site. The 2007/2008 SARCs were posted on the Fullerton School District web site by the State mandated deadline of February 1, 2009.

Rationale: On an annual basis, all public schools in California are required to prepare SARCs and disseminate them to the public.

Funding: Not applicable.

Recommendation: Approve/Ratify format of School Accountability Report Card for grade levels K-6, K-8, and 7-8.

JM:TL:bw  
Attachment

# 2007-2008 School Accountability Report Card Template

**Prepared by:**  
California Department of Education  
Policy and Evaluation Division

STATE REQUIRED DATA ELEMENTS	DATA PROVIDED BY		INCLUDED
	STATE	DISTRICT	
Data and Internet Access	√	√	Y
Contact Information		√	Y
School Description and Mission Statement		√	Y
Opportunities for Parental Involvement		√	Y
Student Enrollment by Grade Level	√		Y
Student Enrollment by Group	√		Y
Average Class Size and Class Size Distribution (Elementary)	√		Y
Average Class Size and Class Size Distribution (Secondary)	√		Y
School Safety Plan		√	Y
Suspension and Expulsions	√		Y
School Facility Conditions and Planned Improvements		√	Y
School Facility Good Repair Status		√	Y
Overall Summary of School Facility Good Repair Status		√	Y
Teacher Credentials	√	√	Y
Teacher Misassignments and Vacant Teacher Positions		√	Y
Core Academic Classes Taught by No Child Left Behind Compliant Teachers	√		Y
Academic Counselors and Other Support Staff	√		Y
Quality, Currency, and Availability of Textbooks and Instructional Materials		√	Y
Expenditures Per Pupil and School Site Teacher Salaries	√	√	Y
Types of Services Funded		√	Y
Teacher and Administrative Salaries	√		Y
CST (California Standards Tests) Results for All Students – Three Year Comparison	√		Y

STATE REQUIRED DATA ELEMENTS	DATA PROVIDED BY		INCLUDED
	STATE	DISTRICT	
CST Results by Student Group – Most Recent Year	√		Y
California Physical Fitness Test Results	√		Y
API (Academic Performance Index) Ranks – Three Year Comparison	√		Y
API Changes by Student Group – Three Year Comparison	√		Y
AYP (Adequate Yearly Progress) Overall and by Criteria	√		Y
Federal Intervention Program	√		Y
Professional Development		√	Y

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., Superintendent

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** APPROVE ADDENDA BETWEEN FULLERTON SCHOOL DISTRICT AND DR. MARTIN BONSANGUE, DR. JERRY GANNON, DR. ARMANDO MARTINEZ-CRUZ, AND KATHY LEWIS, MATHEMATICS PROFESSORS, CALIFORNIA STATE UNIVERSITY, FULLERTON TO INCLUDE ADDITIONAL DAYS OF COACHING, EVALUATION, REPORTING, AND PLANNING

Background: In July 2008, Fullerton School District received funding in the amount of \$630,000.00 through the California Mathematics Science Partnership Grant (CaMSP). The grant funds the Fullerton School District Exemplary Content Coaching Enhancing Learning (ExCEL) project. Training and follow-up coaching for teacher participants has been provided through professors from California State University, Fullerton (CSUF) Mathematics Department. Dr. Martin Bonsangue, Dr. Gerald Gannon, Dr. Armando Martinez-Cruz, and Kathy Lewis are members of the CSUF faculty that have worked with FSD teachers over the past three years. The ExCEL grant ends on June 30, 2009. A team of ExCEL teachers, District staff, and CSUF mathematics professors will meet during the week of June 15<sup>th</sup> through June 19<sup>th</sup> to coordinate mathematics lessons and materials for our District ExCEL website that will be available to all FSD teachers in the fall, 2009.

Rationale: CSUF participation is a required component of the ExCEL Program. Each CSUF Professor is contracted at \$450.00 per day. Additional days within the grant award are required for coaching, evaluation, reporting and planning for sustainability requirements of the grant.

Funding: Dr. Martin Bonsangue: Not to exceed \$10,800.00 for 24 additional days of coaching, evaluation, reporting, and planning services.  
Dr. Jerry Gannon: Not to exceed \$4,050.00 for 9 additional days of coaching and planning services.  
Dr. Armando Cruz: Not to exceed \$4,050.00 for 9 additional days of coaching and planning services.  
Kathy Lewis: Not to exceed \$4,050.00 for 9 additional days of coaching and planning.

To be paid from the California Mathematics Science Partnership grant funds.

Recommendation: Approve Addenda between Fullerton School District and Dr. Martin Bonsangue, Dr. Jerry Gannon, Dr. Armando Martinez-Cruz and Kathy Lewis, Mathematics Professors, California State University, Fullerton to include additional days of coaching, evaluation, reporting, and planning.

JM:sa  
Attachment

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND DR. MARTIN BONSANGUE

This addendum is to increase the amount originally agreed upon and Board approved on June 3, 2008 to include 24 additional days for coaching, evaluation, reporting, and planning at a rate of \$450.00 per day not to exceed \$10,800.00.

Original amount of Agreement: \$30,250.00

Requested Increase: \$10,800.00

Total Amended Cost: \$41,050.00

The budget number for all expenses is from the California Math and Science Partnership Grant #0138352101-5805.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>th</sup> Day of May 2009.

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Martin Bonsangue  
Professor

\_\_\_\_\_  
Date

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND DR. JERRY GANNON

This addendum is to increase the amount originally agreed upon and Board approved on June 3, 2008 to include 9 additional days for coaching and planning at a rate of \$450.00 per day not to exceed \$4,050.00.

Original amount of Agreement: \$13,750.00

Requested Increase: \$4,050.00

Total Amended Cost: \$17,800.00

The budget number for all expenses is from the California Math and Science Partnership Grant #0138352101-5805.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>th</sup> Day of May 2009.

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jerry Gannon  
Professor

\_\_\_\_\_  
Date

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND DR. ARMANDO MARTINEZ-CRUZ

This addendum is to increase the amount originally agreed upon and Board approved on June 3, 2008 to include 9 additional days for coaching and planning at a rate of \$450.00 per day not to exceed \$4,050.00.

Original amount of Agreement: \$13,750.00

Requested Increase: \$4,050.00

Total Amended Cost: \$17,800.00

The budget number for all expenses is from the California Math and Science Partnership Grant #0138352101-5805.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>th</sup> Day of May 2009.

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Armando Martinez-Cruz  
Professor

\_\_\_\_\_  
Date

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND KATHY LEWIS

This addendum is to increase the amount originally agreed upon and Board approved on June 3, 2008 to include 9 additional days for coaching and planning at a rate of \$450.00 per day not to exceed \$4,050.00.

Original amount of Agreement: \$30,250.00

Requested Increase: \$4,050.00

Total Amended Cost: \$34,300.00

The budget number for all expenses is from the California Math and Science Partnership Grant #0138352101-5805.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>th</sup> Day of May 2009.

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathy Lewis  
Professor

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facility Services

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR ASTRO PAINTING COMPANY, INC., FOR EXTERIOR PAINTING AT ORANGETHORPE AND VALENCIA PARK SCHOOLS; ALSO, FULLERTON SCHOOL DISTRICT ADMINISTRATIVE COMPLEX, FSD-08-09-DM-02**

Background: On December 9, 2008, the Board of Trustees approved the award of a contract for Exterior Painting at Orangethorpe and Valencia Park Schools; also, Fullerton School District Administrative Complex, FSD-08-09-DM-02, to Astro Painting Company, Inc. This project is now substantially complete.

Rationale: As this project is now determined to be substantially complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: Deferred Maintenance Fund (14). The completed contract was for \$222,650.00.

Recommendation: Approve Notice of Completion for Astro Painting Company, Inc., for Exterior Painting at Orangethorpe and Valencia Park Schools; also, Fullerton School District Administrative Complex, FSD-08-09-DM-02.

GC:LL:mm  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department  
Attn: Larry Lara

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Orangethorpe School, 1400 S. Brookhurst; Valencia Park School, 3441 W. Valencia Drive; and Fullerton School District Administrative Complex, 1401 W. Valencia Drive, Fullerton, CA, the contract for the doing of which was heretofore entered into on the 9<sup>th</sup> day of December 2008, which contract was made with Astro Painting Company, Inc., of West Covina, CA as contractor; that the work on said improvements was actually completed and accepted on the 12<sup>th</sup> day of May 2009, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above named contractor is the Arch Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Exterior Painting at Orangethorpe and Valencia Park School; also, Fullerton School District Administrative Complex, FSD-08-09-DM-02.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: \_\_\_\_\_

Ellen Ballard, Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Ellen Ballard, proved to me on the basis of satisfactory evidence to be the person who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services

**PREPARED BY:** Lourene Happoldt, Director, Student Support Services

**SUBJECT:** APPROVE/RATIFY 2008/2009 NONPUBLIC AGENCY CONTRACT WITH DR. ROBERT PATTERSON, PSYCHOLOGIST

Background: Under IDEA 2004, after a school district has completed its evaluation of a student and the parent disagrees with the school district's evaluation; the parent has the right to an Independent Educational Evaluation (IEE). If the school district believes that an independent evaluation is not necessary, the school district may request a due process hearing before a hearing officer to dispute the parent's request for an independent evaluation and reimbursement. The independent evaluation must comply with all the requirements that apply to school district evaluations. The District, at this time, finds it necessary to utilize the services of an independent contractor in order to remain compliant with IDEA 2004 and not pursue a due process hearing.

Current rates with this agency are as follows:

Cost of Evaluation:	\$250 per hour
IEP Attendance:	No Charge
Attendance at hearings:	No Charge
Observation of student:	\$250

Rationale: Parents may request an Independent Educational Evaluation (IEE) when they are in disagreement with a district's evaluation and the district does not choose to move forward to a due process hearing. At this time the District does not believe moving forward with a hearing is appropriate and is in agreement to fund an Independent Educational Evaluation for a second opinion.

Funding: Total cost of this contract is to be in the amount of the individual service contract, not to exceed \$3,000 in Special Services budget 420.

Recommendation: Approve/Ratify 2008/2009 Nonpublic Agency Contract with Dr. Robert Patterson, Psychologist.

MLD:LH:vr  
Attachment

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2008-2009**

**TABLE OF CONTENTS**

**I. GENERAL PROVISIONS**

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES.....	3
2. TERM .....	4
3. MODIFICATIONS AND AMENDMENTS.....	4
4. COMPLIANCE WITH LAWS.....	4
5. DEFINITIONS AND ACRONYMS.....	4
6. NO DISCRIMINATION.....	5
7. GOVERNING LAW.....	5

**II. ADMINISTRATION OF MASTER CONTRACT**

8. NOTICES.....	5
9. MASTER CONTRACT DISPUTES.....	5
10. SUBCONTRACT AND ASSIGNMENTS.....	7
11. INDEPENDENT CONTRACTOR STATUS.....	7
12. CONFLICTS OF INTEREST.....	7
13. TERMINATION.....	7
14. INDEMNIFICATION.....	8
15. INSURANCE.....	8
16. CHANGE OF RESIDENCE.....	9
17. FACILITIES MODIFICATION .....	9
18. RENEWAL .....	9
19. ENTIRE AGREEMENT .....	9
20. SEVERABILITY CLAUSE .....	9
21. AUTHORIZED REPRESENTATIVE.....	9

**III. EDUCATIONAL PROGRAMS**

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE).....	10
23. TRANSPORTATION .....	10
24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION.....	10
25. SERVICE/PROGRAM MONITORING .....	11
26. REASONABLE VISITATION.....	11
27. WITHDRAWAL BY PARENT.....	11
28. MEDICATIONS.....	12
29. ACCIDENT/INCIDENT REPORT.....	12
30. PUPIL RECORDS.....	12
31. PROGRESS REPORTS .....	12
32. FORWARDING OF RECORDS .....	12
33. IEP/IFSP MEETINGS.....	13

34. RELATED SERVICES.....	13
35. DUE PROCESS AND COMPLAINTS.....	13
36. HEALTH AND SAFETY.....	14
37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES .....	14
38. PUPIL RETURN TO DISTRICT .....	14
39. SURROGATE PARENTS.....	14

**IV. PERSONNEL**

40. FINGERPRINT CLEARANCE.....	15
41. CREDENTIALS AND LICENSES.....	15
42. RELATED SERVICE PROVIDER ABSENCE.....	16
43. MANDATED REPORTING.....	16
44. SEXUAL HARASSMENT.. .....	16

**V. FINANCIAL SECTION**

45. SCHOOL CALENDAR.....	17
46. ABSENCES.....	17
47. ATTENDANCE RECORDS.....	17
48. MAINTENANCE OF RECORDS .....	18
49. PAYMENT UNIT.....	18
50. RATE SCHEDULE.....	18
51. PAYMENT DEMAND.....	19
52. RIGHT TO WITHHOLD.....	19
53. INSPECTION AND AUDIT OF FINANCIAL RECORDS.....	20
54. AUDIT EXCEPTIONS.....	21

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2008-2009**

THIS MASTER CONTRACT is made and entered into this 13<sup>TH</sup> day of MAY, 2009, between **FULLERTON SCHOOL DISTRICT**, County of Orange hereinafter referred to as the "LEA" and **ROBERT PATTERSON, PSYCHOLOGIST**, hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

**I. GENERAL PROVISIONS**

**1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES**

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

## 2. **TERM**

This Master Contract is effective on **MAY 13TH, 2009** and terminates at 5 p.m. on **JUNE 30TH, 2009** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

## 3. **MODIFICATIONS AND AMENDMENTS**

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

## 4. **COMPLIANCE WITH LAWS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

## 5. **DEFINITIONS AND ACRONYMS**

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)

- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

#### 6. **NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

#### 7. **GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

### II. **ADMINISTRATION OF MASTER CONTRACT**

#### 8. **NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: **Lourene K. Happoldt, Director, 1401 W. Valencia Drive, Fullerton, CA 92833.** Notices to CONTRACTOR shall be addressed to: **Robert Patterson, Psy.D., 2030 E. 4<sup>th</sup> Street, Suite 122A, Santa Ana, CA 92705.** The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

#### 9. **MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all

disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term “injury” shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR’s Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA’s Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA’s special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties’ right to bring any action in accordance with the applicable statute of limitations under state or federal law.

## **10. SUBCONTRACTS AND ASSIGNMENTS**

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

**11. INDEPENDENT CONTRACTOR STATUS**

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**12. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

**13. TERMINATION**

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

**14. INDEMNIFICATION**

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

## 15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and

that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

**16. CHANGE OF RESIDENCE**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

**17. FACILITIES MODIFICATION**

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

**18. RENEWAL**

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

**19. ENTIRE AGREEMENT**

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

**20. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**21. AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

**III. EDUCATIONAL PROGRAMS**

**22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

**23. TRANSPORTATION**

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

**24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION**

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the

effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

**25. SERVICE/PROGRAM MONITORING**

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

**26. REASONABLE VISITATION**

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

**27. WITHDRAWAL BY PARENT**

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. **MEDICATIONS**

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. **ACCIDENT/INCIDENT REPORT**

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. **PUPIL RECORDS**

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

31. **PROGRESS REPORTS**

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

32. **FORWARDING OF RECORDS**

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

**33. IEP/IFSP MEETINGS**

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

**34. RELATED SERVICES**

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

**35. DUE PROCESS AND COMPLAINTS**

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due

process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

**36. HEALTH AND SAFETY**

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

**37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES**

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

**38. PUPIL RETURN TO DISTRICT**

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

**39. SURROGATE PARENTS**

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the

parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

#### **IV. PERSONNEL**

##### **40. FINGERPRINT CLEARANCE**

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

##### **41. CREDENTIALS AND LICENSES**

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. **RELATED SERVICE PROVIDER ABSENCE**

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. **MANDATED REPORTING**

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. **SEXUAL HARASSMENT**

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear

of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

## V. FINANCIAL SECTION

### 45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

### 46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

### 47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

**48. MAINTENANCE OF RECORDS**

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

**49. PAYMENT UNIT**

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

**50. RATE SCHEDULE**

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Behavior Intervention Implementation	\$ _____	per ___ Minutes
(2) Behavior Intervention(Develop. & Modification)	\$ _____	per ___ Minutes
(3) Supervision/Clinic	\$ _____	per ___ Minutes
<b>(4) Psychological Services</b>	<b>\$250.00</b>	<b>per 60 Minutes</b>
<b>(5) Observation of Student &amp; Assessing</b>	<b>\$250.00</b>	<b>per 60 Minutes</b>
<b>(6) Most Assessments</b>	<b>\$2,500-3,000.00</b>	
(7) Physical Therapy	\$ _____	per ___ Minutes
(8) Transportation – Bus Roundtrip/One Way (specify)	\$ _____	per Day
(9) Transportation – Other, specify:	\$ _____	per _____
(10) Behavior Intervention/Implementation (Tutor)	\$ _____	per ___ Minutes
(11) Behavior Intervention/Development (Supervision)	\$ _____	per ___ Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
<b>(1) IEP Meeting Attendance</b>	<b>\$ <u>No charge</u></b>	
<b>(2) To Attend Hearings</b>	<b>\$ <u>No charge</u></b>	
(3) Assessments/Testing/Evaluations	\$ _____	per _____

\* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

**51. PAYMENT DEMAND**

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

**52. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

**53. INSPECTION AND AUDIT OF FINANCIAL RECORDS**

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-

paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

**54. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

**CONTRACTOR**

**LEA**

ROBERT PATTERSON, PSY.D.  
Print Name of Nonpublic, Nonsectarian Agency

FULLERTON SCHOOL DISTRICT  
Print Name of LEA

\_\_\_\_\_  
Contracting Officer's Signature

\_\_\_\_\_  
Authorized Representative's Signature

ROBERT PATTERSON, PSY.D.  
Print Name and Title

LOURENE K. HAPPOLDT, DIRECTOR  
Print Name and Title

\_\_\_\_\_  
Date

MAY 13th, 2009  
Date

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: MAY 12<sup>TH</sup>, 2009.

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Suwen Su, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1057 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$5,227.52 (VAN DAELE)

Background: Board approval is requested for warrant number 1057 for the 2008/2009 school year. The total amount presented for approval is \$5,227.52.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

01	General Fund	<u>\$5,227.52</u>
	Total	\$5,227.52

Rationale: Warrants are used by school districts as payments for goods and services.

Funding: Funding is taken from District 40 General Fund 01.

Recommendation: Approve/Ratify warrant number 1057 for the 2008/2009 school year in the amount of \$5,227.52 (Van Daele).

GC:SS:sf

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Suwen Su, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1088 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$23,447.40 (AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1088 for the 2008/2009 school year. The total amount presented for approval is \$23,447.40.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

01	General Fund	<u>\$23,447.40</u>
	Total	\$23,447.40

Rationale: Warrants are used by school districts as payments for goods and services.

Funding: Funding is taken from District 48 General Fund 01.

Recommendation: Approve/Ratify warrant number 1088 for the 2008/2009 school year in the amount of \$23,447.40 (Amerige Heights).

GC:SS:sf

CONSENT ITEM

**DATE:** May 12, 2009

**TO:** Mitch Hovey, Ed.D., District Superintendent

**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent  
Business Services

**PREPARED BY:** Rachel Grantham, Financial Analyst

**SUBJECT:** APPROVE AGREEMENT WITH EDUCATIONAL CONSULTING SERVICES (ECS)  
RELATED TO THE DISTRICT'S MANDATED COST CLAIMS, EFFECTIVE July  
1, 2009, THROUGH JUNE 30, 2010

Background: Mandated cost claims are billed to the State and cover additional time spent on activities that are mandated by the State. Fullerton School District has filed claims each year despite the absence of funding being forthcoming from the State. During 2006/2007, part of the backlog of claims was paid, and, due to the District's decision to continue filing claims, the District received over \$3.6 million in funds. The District will continue to file claims in order to maximize the potential income stream as long as mandates are in force by the State.

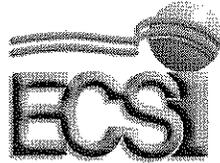
The cost for the services to be performed between July 1, 2009, and June 30, 2010, is \$15,000.00. Additionally, if new mandated cost claim programs are introduced by the State during the period of this Agreement, ECS will charge \$90.00 per hour for the work performed by a principal, \$75.00 per hour for work performed by a management consultant, and \$40.00 per hour for work performed by clerical staff for data collection and claim preparation for those claims only. The services will include training and support for school site and department staff in gathering data for mandate filing. A copy of the contract is attached.

Rationale: The continued filing of mandated cost claims will pursue recovery of funds due to the District from the State.

Funding: General Fund (01).

Recommendation: Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2009, through June 30, 2010.

GC:RG:gs  
Attachment



## CONSULTING AGREEMENT

This agreement made and entered into July 1, 2009 by and between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES, INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that EDUCATIONAL CONSULTING SERVICES, INC. will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the District is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

1. ECS will provide the following services:

Will train, monitor, prepare, and file the district's mandated cost claims.

Will represent the district in responding to desk or field audits conducted by the State Controller's Office for all claims prepared by ECS.

2. This Agreement shall commence on July 1, 2009 and shall continue in full force and effect until June 30, 2010 ("Initial Term"). Unless either party sends written notice to the other party at least 30 days prior to the end of the Initial Term or any subsequent term, this Agreement shall automatically renew for an additional year following the Initial Term, subject to the termination provisions herein.

3. The District will prepare and furnish to ECS upon request such information as is reasonably necessary to the performance of ECS to this Agreement.

4. The District shall pay ECS \$15,000 (Fifteen Thousand) for mandated cost services. The district shall pay ECS 1/12 of the contract amount each month for the duration of the Agreement.

If new mandated cost claim programs are introduced by the State during the period of this agreement, ECS will charge the following hourly rate for data collection and claim preparation for those claims only.

Principal	\$90.00 per hour
Management Consultant	\$75.00 per hour
Clerical	\$40.00 per hour

5. The District may terminate this Agreement and compensate ECS for work completed up to the date of notification. A written thirty-day notification by the Superintendent or designee shall be sufficient to stop further performance of services by ECS.
6. ECS agrees to and shall hold harmless and indemnify the agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever.
7. This Agreement is not assignable without written consent of the parties hereto.
8. ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Fullerton School District

\_\_\_\_\_  
Phil K. Urabe, Ed.D

\_\_\_\_\_  
Signature

Federal ID #33-0885056

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**SUBJECT:** APPROVE AMENDMENT TO THE 2008/2009 INDEPENDENT CONTRACTOR AGREEMENT WITH RICH THOME THROUGH THE 2009/2010 SCHOOL YEAR

Background: At the July 22, 2008 Board Meeting, Trustees approved an Independent Contractor Agreement with Rich Thome for two Board/Superintendent workshops during the 2008/2009 school year. The first workshop was held on August 20, 2008. The second workshop will be held after June 30, 2009, and as such, the Agreement must be amended in order to hold the second workshop during the 2009/2010 school year.

Rationale: Any amendments to previously approved contracts require Board approval.

Funding: Not applicable.

Recommendation: Approve Amendment to the 2008/2009 Independent Contractor Agreement with Rich Thome through the 2009/2010 school year.

MH:ds

CONSENT ITEM

**DATE:** May 12, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Becky Silva, Assistant Director, Business Services  
**SUBJECT:** **ADOPT RESOLUTIONS 08/09-B037 THROUGH 08/09-B039 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code Section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code Section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolutions 08/09-B037 through 08/09-B039 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

GC:BS:sf  
Attachment

**FULLERTON SCHOOL DISTRICT  
Orange County, California  
RESOLUTION FOR EXPENDITURE  
District 22**

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$49,661 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8434	Class Size Reduction, Grades K-3	-\$11,431
8699	All Other Local Revenue	61,092
	Total:	<u>\$49,661</u>

WHEREAS, the governing Board of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 42602 of the Education Code of California such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$498
2000	Classified Salaries	172
3000	Employee Benefits	3,304
4000	Books and Supplies	37,565
5000	Services & Other Operating Expenses	23,588
6000	Capital Outlay	-4,035
9770	Designated for Economic Uncertainties	-11,431
	Total:	<u>\$49,661</u>

**Explanation:** This Resolution reflects a 15% reduction to 2007/2008 Class Size Reduction (CSR) and an increase to revenue and expenditures for various donations, Laptop fees, as well as reimbursements and donations from PTA's and ASB's. Also included are adjustments to project expenditures in the Unrestricted General Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT  
Orange County, California  
RESOLUTION FOR EXPENDITURE  
District 22**

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$62,685 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$62,685
	Total:	\$62,685

WHEREAS, the governing Board of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 42602 of the Education Code of California such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$95,430
2000	Classified Salaries	9,223
3000	Employee Benefits	4,823
4000	Books and Supplies	-121,996
5000	Services & Other Operating Expenses	74,065
7000	Other Outgo	1,140
	Total:	\$62,685

**Explanation:** This Resolution reflects an increase to revenue and expenditures for the Enhancing Education through Technology Program (EETT), and adjustments to project expenditures in the General Fund Categorical programs.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT  
Orange County, California  
TRANSFER OF FUNDS  
District 22**

WHEREAS, the governing Board of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
2000	Classified Salaries	-\$2,565
3000	Employee Benefits	278
4000	Books and Supplies	2,611
5000	Services & Other Operating Expenses	-324
	Total:	\$ 0

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 42600 of the Education Code of California such funds are reflected accordingly.

**Explanation:** This Resolution reflects adjustments to estimated expenditures in the Child Development Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT  
Orange County, California  
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Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

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Orange County, California  
RESOLUTION FOR EXPENDITURE  
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	Total:	\$62,685

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Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

**FULLERTON SCHOOL DISTRICT  
Orange County, California  
TRANSFER OF FUNDS  
District 22**

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NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 42600 of the Education Code of California such funds are reflected accordingly.

**Explanation:** This Resolution reflects adjustments to estimated expenditures in the Child Development Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
County of Orange

Date: \_\_\_\_\_

By: \_\_\_\_\_

DISCUSSION ITEM

**DATE:** May 12, 2009  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**SUBJECT:** BOARD REPORTING PROCEDURES

Background: As per Board Members' requests at the April 21, 2009 Board Meeting, a discussion will take place to discuss the Board's reporting procedures at Board Meetings.

Funding: Not applicable.

Recommendation: Not applicable.

MH:ds

ACTION ITEM

**DATE:** May 12, 2009  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent  
**SUBJECT:** **APPROVE REVISED BOARD POLICY 1260 COMMUNITY RELATIONS, EDUCATIONAL FOUNDATIONS AND REVISED BOARD POLICY 3290 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS, GIFTS, GRANTS AND BEQUESTS**

Background: Upon review of Board Policy 1260 and Board Policy 3290, it was noted that it was time to revise these two board policies to reflect current laws and practice.

The revisions for Board Policy 1260 and Board Policy 3290 were presented to the Board of Trustees for their first reading at the April 21, 2009 Board Meeting. Input was received and this action item serves as the second reading and approval for these revised board policies.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, *“Great Schools – Successful Kids.”*

Funding: Not applicable.

Recommendation: Approve revised Board Policy 1260 Community Relations, Educational Foundations and revised Board Policy 3290 Business and Non-Instructional Operations, Gifts, Grants and Bequests.

MH:ki  
Attachments

**REVISED BOARD POLICY**

**FULLERTON SCHOOL DISTRICT**

**COMMUNITY RELATIONS**

**Policy No.: 1260**

**Educational Foundations**

**Board Adopted: March 24, 1992  
Revised: March 9, 1999  
Revised:           (Board-approved date)**

The Board of Trustees recognizes the importance of community support of District programs, including voluntary financial contributions, to assist the District in achieving its goals for student learning.

The Board of Trustees desires to work collaboratively with educational foundations in determining the purposes for which funds may be used to meet the changing needs of the District and its students. The Board of Trustees recognizes that educational foundations are separate legal entities, independent of the District. However, foundations are encouraged to provide regular reports to the Board of Trustees on the status of their work and to communicate ways that the District can help support activities of educational foundations.

With the consent of the Superintendent or designee, educational foundations, as appropriate, may use the District's name, a school's name, or any logo attributable to a school or the District.

The Board of Trustees supports any foundation allocations that provide educational opportunities.

Legal Reference:	Education Code 38180-38181	Civic Center Act, use of school property for public purposes
	Business and Professions Code 12580-12599.7 17510-17510.95 25608	Fundraisers for Charitable Purposes Act Solicitations for charitable purposes Alcohol on school property; use in connection with instruction
	Penal Code 319-329	Lottery, raffle
	Code of Regulations, Title 11 300-312.1	Fundraising for charitable purposes

# CURRENT BOARD POLICY

BP 1260

## COMMUNITY RELATIONS

### Education Foundations

The Governing Board recognizes that members of the community are willing to make voluntary contributions that will supplement state and local funding for School District programs and activities. The Board therefore approves of and encourages the establishment of independent educational foundations to actively raise funds that will enhance educational opportunities for our students.

The Governing Board of the Fullerton School District supports foundation allocations that serve students, and hereby authorizes the formation of an education foundation, provided that:

1. The Education Foundation's Bylaws shall be reviewed by the District's legal counsel and approved by the Governing Board prior to ratification by the Foundation's Board.
2. A staff member shall be appointed by the District Superintendent and shall serve on the Education Foundation's Board.
3. The foundation will submit an annual report to the Board of Trustees.

The Governing Board recommends that:

1. The education foundation raises a minimum of \$5,000 annually.
2. The education foundation will cease to exist if it does not meet the annual financial quota.

Cross Reference: Board Policy 3290 - Gifts, Grants, and Bequests  
Legal Reference: Ed. Code 35160

Adopted: March 24, 1992  
Revised: March 9, 1999

# REVISED BOARD POLICY

## FULLERTON SCHOOL DISTRICT

### BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Policy No.: 3290

#### Gifts, Grants and Bequests

Board of Trustees Adopted: April 7, 1987

Revised:           (Board-approved date)

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The Board of Trustees may accept any bequest or gift of money or property on behalf of the District. While greatly appreciating suitable donations, the Board of Trustees discourages any gifts, which may directly or indirectly impair its commitment to providing quality educational opportunities for District students.

Before accepting a gift, the Board of Trustees shall consider whether:

1. The gift has a purpose consistent with the District's vision and philosophy
2. Gift books and instructional materials meet regular District criteria
3. The gift begins a program in which the Board of Trustees would be unable to continue when the donated funds are exhausted
4. The gift entails undesirable or excessive costs
5. The gift implies endorsement of any business or product

All gifts, grants or bequests shall become the District property. The Board of Trustees shall carefully evaluate any conditions or restrictions imposed by the donor in light of the District philosophy and operations. If the Board of Trustees feels the District will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

Legal Reference:	Education Code
	1834 Acquisition of materials and apparatus
	35162 Power to sue, be sued, hold and convey property
	41030 School district may invest surplus monies from bequest or gifts
	41031 Special fund or account in county treasury
	41032 Authority of school Board of Trustees to accept gift or bequest; investments; gift of land requirements
	41035 Advisory committee
	41036 Function of advisory committee
	41037 Rules and regulations

# CURRENT BOARD POLICY

BP 3290

## BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

### Gifts, Grants and Bequests

The Board of Trustees may accept any bequest, gift of money or property on behalf of the School District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees commitment to providing equal educational opportunities to the students of the District.

To be acceptable, a gift must satisfy the following criteria:

1. Has a purpose consistent with those of the School District.
2. Be offered by a donor acceptable to the Board of Trustees.
3. Does not add to staff load.
4. Does not begin a program which the Board of Trustees would be unwilling to take over when the gift or grant funds are exhausted.
5. Does not bring undesirable or hidden costs to the School District.
6. Does not place restrictions on the school program.
7. Is not inappropriate or harmful to the best education of students.
8. Does not imply endorsement of any business or product.
9. Is not in conflict with any provision of the school code or public law.

All gifts, grants and bequests shall become School District property.

All gifts shall be given to the School District as a whole and not to a particular school. The District's discretionary power with the use of the gift shall not be impaired by any restriction or condition imposed by the donor.

At the discretion of the Superintendent, a gift may be used at a particular school.

(Legal Reference on following page.)

## CURRENT BOARD POLICY

Legal Reference: Education Code  
1834 Acquisition of materials and apparatus  
35162 Power to sue, be sued, hold and convey property  
35273 Gifts  
41030 School district may invest surplus monies from bequest or gifts

Adopted: April 7, 1987

ACTION ITEM

**DATE:** May 12, 2009  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**PREPARED BY:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE THE PROPOSED ADMINISTRATIVE LAW JUDGE DECISION EFFECTIVE IMMEDIATELY AND NOTIFY THE INDIVIDUALS THAT THEIR SERVICES WILL NOT BE REQUIRED FOR THE ENSUING YEAR**

Background: Pursuant to the proposed decision of the Administrative Law Judge, Education Code 44955 and notices previously served on individuals prior to March 15, 2009, the following individuals shall be notified prior to May 15, 2009 that their services will be terminated at the end of the 2008/2009 school year.

Rationale: It is recommended that the Board of Trustees consider for acceptance the attached decision and notify the individuals listed on Exhibit A that their services will be terminated at the end of the 2008/2009 school year pursuant to the proposed decision and/or the notice given to them prior to March 15, 2009 for the reasons set forth in the attached decision and such prior notice.

Funding: Anticipated savings for 2009/2010 fiscal year.

Recommendation: Approve the proposed Administrative Law Judge decision effective immediately and notify the individuals that their services will not be required for the ensuing year.

MD:cs  
Attachment

BEFORE THE BOARD OF TRUSTEES OF THE  
FULLERTON SCHOOL DISTRICT

In the Matter of the Accusation Against:

OAH No.: L2009030110

EVA ARREOLA, et al.,

Respondents.

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Fullerton School District as its Decision in the above-entitled matter.

This Decision shall become effective May 12, 2009.

IT IS SO ORDERED this 12th day of May, 2009.

FULLERTON SCHOOL DISTRICT  
STATE OF CALIFORNIA

By \_\_\_\_\_

**Hilda Sugarman, President**  
**Board of Trustees**

rfm

BEFORE THE BOARD OF TRUSTEES OF THE  
FULLERTON SCHOOL DISTRICT

In the Matter of the Accusation Against:

EVA ARREOLA, et al.,

Respondents.

OAH Case No. 2009030110

**PROPOSED DECISION**

Daniel Juárez, Administrative Law Judge with the Office of Administrative Hearings, heard this matter on April 16, 2009, in Fullerton, California.

David C. Larsen, Attorney at Law, Rutan & Tucker, represented the Fullerton School District (FSD).

Marianne Reinhold, Attorney at Law, Reich, Adell, Crost & Cvitan, represented all Respondents, except those identified directly below.

The following Respondents represented themselves but were not present at the hearing, though properly served with the Notice of Hearing and other jurisdictional documents: Donnau Cooper, Kyle Myer, and Thomas Sullivan.

All Respondents originally served with the Accusation at issue in this proceeding are listed in Appendix I.

The parties submitted the matter for decision, pending the submission of certain documents, as discussed in Factual Finding 15. Those documents were received on April 21, 2009. The matter was deemed submitted on that date.

**FACTUAL FINDINGS**

1. Mark Douglas, Assistant Superintendent, Personnel Services, filed the Accusations in his official capacity. FSD served the Accusations on all Respondents timely.

2(a). The parties stipulated to certain paragraphs in the Accusations served on all Respondents. The stipulation included the following facts:

2(b). Respondents are employed by FSD as probationary or permanent certificated employees.

2(c). On February 24, 2009, the Board of Trustees (the Board) determined to reduce and/or discontinue certain services within the school district, and directed the Assistant Superintendent to give notice to those employees who might be affected by that determination.

2(d). Pursuant to the Board's resolution, and by March 15, 2009, the Superintendent's designee notified the Board and Respondents, in writing, that it was the Superintendent's recommendation that Respondents be notified Respondents' services would not be required for the 2009-2010 school year. The written notice stated the reasons for the lay-off and informed each Respondent of his or her right to request an administrative hearing.

2(e). Respondents requested administrative hearings to determine if there was cause for not reemploying them for the 2009-2010 school year.

3. According to the documentary evidence FSD offered at hearing, not all Respondents requested administrative hearings after being served with the written notice described in Factual Finding 2(d), however, FSD proceeded against all Respondents identified in Appendix I as if they had. As to those unrepresented Respondents that failed to appear at the hearing (Donnau Cooper, Kyle Myer, and Thomas Sullivan), FSD sought to proceed by default judgment.

4. FSD dismissed the Accusation as to the following Respondents: Tricia Hyun, Abigail Moran, Monah Chung, Lindsey Rutherford, Catherine Flores, and Jodi Lagman.

5. The recommendation that Respondents be terminated from employment was not related to their competency as teachers.

6. The Board's resolution number 08/09-10 proposed a layoff of 101.9 full-time equivalent (FTE) positions. However, at hearing, FSD confirmed that it took steps thereafter to minimize the number of positions for layoff. An itemization of those services or programs to be eliminated or reduced established an amended number of FTE positions at issue in this proceeding: 50.4.

7. The services at issue were "particular kinds of services" that could be reduced or discontinued within the meaning of Education Code section 44955. The Board's decision to reduce or discontinue these particular kinds of services was not arbitrary or capricious, but constituted a proper exercise of discretion.

8. The reduction or discontinuation of particular kinds of services related to the welfare of FSD and its pupils. The reduction or discontinuation of particular kinds of services was necessary to decrease the number of certificated employees of FSD, as determined by the Board.

9. The Board considered all known attrition, resignations, retirements, and requests for transfer, at the time, in determining the actual number of necessary layoff notices to be delivered to its employees.

10. FSD maintains a seniority list that contains employees' seniority dates (first date of paid service), current assignments and locations, advanced degrees, credentials, and authorizations.

11. FSD amended Respondent Juliana Nam's (Respondent Nam) status on the seniority list (and the flow chart described in Factual Finding 12) as follows: her status was originally noted as probationary, but it was amended to permanent.

12. FSD used the seniority list to develop flowcharts of the least senior employees currently assigned in the various services it seeks to reduce. FSD determined whether the least senior employees held credentials in another area and were entitled to "bump" other employees. In determining who would be laid off for each kind of service reduced, FSD counted the number of reductions not covered by known vacancies, and determined the impact on incumbent staff in inverse order of seniority. FSD then checked Respondents' credentials to determine whether they could "bump" other employees.

13. The Board's resolution number 08/09-10 established tie breaker criteria (23 distinct criteria) as between certificated employees who first rendered service in a probationary position to the District on the same date. In developing and approving the tie breaker criteria, the Board determined that these criteria best served the needs of FSD and its students.

14. Though Respondent Jenny Trujillo (Respondent Trujillo) did not submit a request for hearing, FSD conceded that, due to a resignation by another special education teacher, FSD was not seeking to lay-off Respondent Trujillo, as her services would still be needed.

15. The parties stipulated that Respondent Emily Chiu (Respondent Chiu) would have 20 days from the date of hearing to submit documentation that might amend the total semester credits she has earned at an accredited institution of higher education. That data constitutes information used in one of the 23 tie breaker criteria referenced in Factual Finding 13. The parties further stipulated that while this data (to be potentially submitted by Respondent Chiu) could modify her qualifications in regard to the tie breaker criteria, the submission of such data would have no effect on her lay-off. On April 21, 2009, FSD's counsel confirmed that Respondent Chiu had submitted such records and provided the Administrative Law Judge with a revised copy of Exhibit 9. Exhibit 9 is a chart setting forth the application of the tie breaker criteria to Respondents. Based on Respondent Chiu's post-hearing submission, her total semester credits changed from  $60 \frac{1}{3}$ , to  $186 \frac{2}{3}$  credits. As stipulated, that change has no effect on her lay-off, but with no objection from Respondents, the revised Exhibit 9 was marked as Exhibit 9A and admitted into the record. Respondent Chiu's total semester credits are now 186 and two thirds.

16. The parties stipulated that Respondent Eva Arreola's date of hire (originally noted as March 12, 2007) was amended to correctly read as February 5, 2005. The parties further stipulated that this change in her date of hire would have no effect on her lay-off.

17. Respondent Nicole Heimer (Respondent Heimer) argued that her seniority date (August 29, 2006) was inaccurate. She argued that her seniority date ought to be August 15, 2006. She based her argument on her assertion that the principal, at the school where she originally began teaching, required her to attend a training, described to her as mandatory, on August 15, 21, and 22, 2006. The evidence established that she was paid a flat stipend of \$125 for her attendance on August 15, 2006. The evidence further established that, on January 29, 2009, she signed a Verification and Update of Personnel Information form that confirmed her first day of paid service in a classroom teaching position at FSD was August 29, 2006. Respondent Heimer believed her training was a condition of her employment.

18. Respondent Valerie Cardenas (Respondent Cardenas) also argued that her seniority date (August 29, 2006) was inaccurate. She argued that her seniority date ought to be June 21, 2006. Similar to Respondent Heimer, she based her argument on her assertion that the principal, at the school where she began teaching, required her to attend a mandatory training on June 21, 22, and 23, 2006. Respondent Cardenas proffered a letter from the principal (Jackie Pearce), dated April 12, 2009, wherein the principal confirmed that during her interview of Respondent Cardenas in May 2006, Jackie Pearce (Pearce) told Respondent Cardenas "that if she were hired, she would be required to attend a mandatory . . . training on June 21-23, 2006. It was a condition of her employment for the position." The principal involved in Respondent Cardenas's circumstances, Pearce, was the same principal identified in Respondent Heimer's circumstances described in Factual Finding 17. The evidence established that Respondent Cardenas was paid a flat stipend of \$125 per day for each day of the training. The evidence further established that, on February 6, 2009, she signed a Verification and Update of Personnel Information form that confirmed her first day of paid service in a classroom teaching position at FSD was August 29, 2006. Her original offer of employment also established a hire date of August 29, 2006.

19. According to the Assistant Superintendent of Student Services, a principal cannot mandate training of the type Respondents Heimer and Cardenas argue was required of them. However, he conceded that a newly hired teacher would not likely be aware that a principal would not have that authority.

20. Respondent Patricia Miller (Respondent Miller) argued that her seniority date (August 29, 2006) was inaccurate. She argued that she was hired in June 2006 to assist fifth grade planning consultants for the upcoming year and to teach summer school. The evidence established that, on January 30, 2009, she signed a Verification and Update of Personnel Information form that confirmed her first day of paid service in a classroom teaching position at FSD was August 29, 2006. Her original offer of employment also established a hire date of August 29, 2006.

21. Respondent Rebecca Voeltz (Respondent Voeltz) argued that her seniority date (November 14, 2005) was inaccurate. She argued that her initial date of hire should be September 1, 2005. On that date in September 2005, Respondent Voeltz was paid as a long-term substitute teacher, helping prepare a fourth grade classroom until that classroom teacher returned. She worked in that capacity until September 11, 2005. On November 14, 2005, she began working at FSD as a 60 percent kindergarten teacher until the winter break. Thereafter, she began to work as a full-time first grade teacher.

22. FSD clarified that, presuming Respondent Voeltz's argument was not successful, FSD would not seek to lay-off Respondents Nam and Katie Burney. If Respondent Voeltz's argument was successful, then FSD would not seek to lay-off Respondents Nam and Voeltz.

23. No certificated employee junior to any Respondent was retained to perform any services that any Respondent was certificated and competent to render.

### LEGAL CONCLUSIONS

1. The parties met all notice and jurisdictional requirements set forth in Education Code sections 44944 and 44945.

2. Cause exists to sustain FSD's action to reduce or discontinue 50.4 full-time equivalent positions, pursuant to Education Code sections 44949 and 44955, as set forth in Factual Findings 1-23, and Legal Conclusions 3-10.

3. Education Code section 44955 states, in pertinent part:

[¶] . . . [¶]

(b) whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, or . . . when in the opinion of the governing board of the district it shall have become necessary by reason of any of these conditions to decrease the number of permanent employees in the district, the governing board may terminate the services of not more than a corresponding percentage of the certificated employees of the district, permanent as well as probationary, at the close of the school year. Except as otherwise provided by statute, the services of no permanent employee may be terminated under the provisions of this section while any probationary employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render.

[¶] . . . [¶]

As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof. Upon the request of any employee whose order of termination is so determined, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group.

(c) Notice of such termination of services shall be given before the 15th of May in the manner prescribed in Section 44949, and services of such employees shall be terminated in the inverse of the order in which they were employed.

The governing board shall make assignments and reassignments in such a manner that employees shall be retained to render any service which their seniority and qualifications entitle them to render.

(d) Notwithstanding subdivision (b), a school district may deviate from terminating a certificated employee in order of seniority for either of the following reasons:

(1) The district demonstrates a specific need for personnel to teach a specific course or course of study . . . and that the certificated employee has special training and experience necessary to teach that course or course of study or to provide those services, which others with more seniority do not possess.

4. Education Code section 44949 states, in pertinent part:

(a) No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee, or in the case of a district which has no superintendent by the clerk or secretary of the governing board, that it has been recommended that the notice be given to the employee, and stating the reasons therefor.

[¶] . . . [¶]

(b) The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year.

(c) In the event a hearing is requested by the employee, the proceeding shall be conducted and a decision made in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code and the governing board shall have all the power granted to an agency therein, except that all of the following shall apply:

[¶] . . . [¶]

(3) The hearing shall be conducted by an administrative law judge who shall prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils thereof. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the governing board shall make the final determination as to the sufficiency of the cause and disposition.

5. The services identified in the Board's resolution number 08/09-10 are particular kinds of services that the Board can reduce or discontinue under Education Code section 44955. The Board's decision to reduce or discontinue the identified services was not arbitrary or capricious, and was a proper exercise of its discretion. Cause for the reduction or discontinuation of services relates solely to the welfare of FSD's schools and pupils within the meaning of Education Code section 44949. FSD identified the certificated employees providing the particular kinds of services that the Board directed to be reduced or discontinued.

6. A school district may reduce services within the meaning of Education Code section 44955, subdivision (b), "either by determining that a certain type of service to students shall not, thereafter, be performed at all by anyone, or it may 'reduce services' by determining that proffered services shall be reduced in extent because fewer employees are made available to deal with the pupils involved." (*Rutherford v. Board of Trustees* (1976) 64 Cal.App.3d 167, 178-179.)

7. The evidence did not support the arguments proffered by Respondents Miller and Voeltz; they provided insufficient evidence to support their claims.

8. As to Respondents Heimer and Cardenas, the evidence established that, despite being paid a stipend, and recently verifying August 29, 2006, as their first day of paid service in a classroom teaching position, their first date of paid service and their seniority dates are August 15, 2006, and June 21, 2006, respectively. The principal informed both teachers, upon hiring, that attendance at their respective earlier trainings was mandatory. Pearce, the principal at issue, confirmed this by the letter Respondent Cardenas proffered at hearing. While Pearce provided no such letter regarding Respondent Heimer, Respondent Heimer provided credible testimony that Pearce had made the same assertion to her. Given that the training was considered, in Pearce's own words, "a condition of employment," and

as each was paid to attend each training, it is reasonable to conclude that the earlier trainings for each Respondent constituted the first dates of paid service. Thus, it is appropriate to modify Respondent Heimer's seniority date from August 29, 2006, to August 15, 2006, and Respondent Cardenas's seniority date from August 29, 2006 to June 21, 2006. These modifications do not impact the lay-off of either Respondent.

9. No junior certificated employee is scheduled to be retained to perform services that a more senior employee is certificated and competent to render.

10. As Respondents Donnau Cooper, Kyle Myer, and Thomas Sullivan failed to appear, although they were properly served with all jurisdictional documents, they are in default, pursuant to Government Code section 11520 and FSD may proceed against them as pled. (See Factual Finding 3.)

### ORDER

1(a). The Accusation served on Respondents (those Respondents identified in Appendix I), is sustained, with the exception, as discussed above, of Respondents Tricia Hyun, Abigail Moran, Jenny Trujillo, Juliana Nam, Katie Burney, Monah Chung, Lindsey Rutherford, Catherine Flores, and Jodi Lagman.

1(b). Notice shall be given to Respondents, as required by law, other than those excepted above, that their services will be terminated at the close of the 2008-2009 academic year. Notice shall be given in inverse order of seniority.

Dated: April 27, 2009



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DANIEL JUAREZ  
Administrative Law Judge  
Office of Administrative Hearings

APPENDIX I  
RESPONDENTS IN OAH CASE NO. 2009030110, BY ALPHABETICAL ORDER

Arreola	Eva
Barr	Kimberly
Barruga	Stephanie
Beleber	Judith
Boughter	Douglas
Brantzeg	Michelle
Burney	Katie
Cardenas	Valerie
Chiu	Emily
Chant	Marcella
Chung	Monah
Cooper	Donnau
De Grazia	David
Diaz	Pablo
Ettinger	Julianne
Flessing	Heather
Flores	Catherine
Fotinakes	Irene
Graham	Julie
Gyurina	Tracy
Heimer	Nicole

Hyun	Tricia
Joo	Angela
Keverian	Teena
Lagman	Jodi
Lam	Devi
Lee	Angela
Levine	Blair
Licona	Shalimar
Mankiewicz	Mathew
Miller	Patricia
Moran	Abigail
Myers	Kyle
Myers	Marsha
Nam	Juliana
Rabenston	Steve
Rasheed-Khan	Arshiya
Rutherford	Lindsey
Sarvis	Jennifer
Sotolongo	Amy
Sullivan	Thomas
Tirado	Dalila
Trujillo	Jenny

Uys MaryLouise

Voeltz Rebecca

Wilson Anthony

ACTION ITEM

**DATE:** May 12, 2009

**TO:** Board of Trustees

**FROM:** Mitch Hovey, Ed.D., District Superintendent

**PREPARED BY:** Mark L. Douglas, Assistant Superintendent, Personnel Services

**SUBJECT:** APPROVE LAYOFF OF CERTIFICATED EMPLOYEES FOR THE 2009/2010 SCHOOL YEAR AS PRESENTED IN EXHIBIT A

Background: Due to the State's financial insolvency, the Fullerton School District has been required to make significant reductions in the 2008/2009 budget and in the 2009/2010 budget. In order to meet the 3% reserve requirements as well as maintain fiscal solvency, numerous programs were recommended at the February 24, 2009, board meeting for reduction or elimination.

Pursuant to the Board's resolution and by March 15, 2009, the Superintendent's designee notified the Board of Trustees and Respondents, in writing, that it was the Superintendent's recommendation that Respondents be notified their services would not be required for the 2009/2010 school year. The written notice stated the reasons for the layoff and informed each Respondent of his or her right to request an administrative hearing.

Rationale: Based on the decision of the Board of Trustees to reduce and/or discontinue certain services/programs in the Fullerton School District as approved in the layoff resolution on February 24, 2009, and based on the Administrative Law Judge decision, the Superintendent has recommended to the Board of Trustees that the following employees be terminated at the end of the 2008/2009 school year pursuant to Education Code Section.

Funding: Not applicable.

Recommendation: Approve layoff of certificated employees for the 2009/2010 school year as presented in Exhibit A.

MD:cs  
Attachment

Fullerton School District  
Exhibit A

Arreola, Eva  
Barr, Kimberley  
Barruga, Stephanie  
Beleber, Judith  
Boughter, Douglas  
Brantzeg, Michelle  
Cardenas, Valerie  
Chant, Marcella  
Chiu, Emily  
Cooper, Donnau  
De Grazia, David  
Diaz, Pablo  
Ettinger, Julianne  
Flessing, Heather  
Fotinakes, Irene  
Graham, Julie  
Gyurina, Tracy  
Heimer, Nicole  
Joo, Angela  
Keverian, Teena  
Lam, Khemaradevi  
Lee, Angela  
Levine, Blair  
Licon, Shalimar  
Mankiewicz, Mathew  
\*Meyer, Marsha  
Miller, Patricia  
Myers, Kyle  
Rabenston, Steve  
Rasheed-Kahn, Arshiya  
Sarvis, Jennifer  
Sotolongo, Amy  
Sullivan, Thomas  
Tirado, Dalila  
Uys, Mary Louise  
Voeltz, Rebecca  
Wilson, Anthony

\* indicates temporary employee who went through layoff process.